



**HALF MILE
LAKE**

Half Mile Lake Homeowners Association
P.O. Box 3591
Greenville, SC 29608-3591

Dear Neighbors,

Over the past two years, your HOA Board and Covenants Committee has worked hard to update our covenants and we thank you for your patience. The purpose for revising our covenants is threefold: First, after 30 years, the laws governing homeowner associations have changed, requiring some minor changes. Second, over the past several years, we've discovered that the current wording of the covenants is problematic to enforce. And, finally, attempting to interpret our covenants and three amendments together proved difficult.

Throughout this process, we have approached the revision with the goals to protect our property values and keep our families safe. We want to make sure that Half Mile Lake continues to be the best neighborhood in Greenville for the next 30 years.

Thank you and we look forward to your support.

Sincerely,

Your Covenants Committee and the Half Mile Lake Homeowners Association Board

What Do I Need to Do?

1. Read the revised covenants and bylaws
2. Attend one of the optional Q&A sessions if you have questions
3. Sign the approval forms and mail them using the enclosed envelope

Note: There are two forms that need to be signed: One for the covenants and one for the bylaws.

Q&A Sessions

- Tuesday, June 25th at 7 PM
 - A hotdogs dinner will be served!
 - Our HOA lawyer, Cam Sallé will attend to answer any legal questions
- Saturday, July 13 at 9:30 AM
 - Donuts will be served!

What's Changed?

Since many of the sections of the covenant had to be re-written from scratch, we cannot provide a redlined version.

However, here is a list of the major changes:

- The original covenants and amendments have been collapsed into a single, restated document. This will make reading and enforcing the covenants much easier.
- Outdated language concerning the developer has been removed.
- Dues have been reduced to \$365 a year and a Capital Investment Fee for 1.5 times the yearly dues (\$547.50) payable when a property sells was added (p. 19).
- A special assessment section was added for emergencies (p. 18).
- Enforcement mechanisms including fines were added to enable the board to enforce things like leases and general upkeep.
- Many other minor changes were made to cover recent developments. For example, solar panels are explicitly mentioned in the Architecture Review Board section.

What Hasn't Changed?

The general tone and intent of the restated covenants is much the same as the existing covenants. Some specific examples include:

- The stipulations for leasing properties are the same
- The general expectations that properties be well maintained

APPROVAL OF AMENDMENT OF RESTRICTIVE COVENANTS OF HALF MILE LAKE SUBDIVISION

Whereas, Half Mile Lake Development Corporation, a South Carolina Corporation, initially established covenants, conditions and restrictions for Half Mile Lake Subdivision by that certain Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision recorded April 4, 1988 in the Greenville County Register of Deeds Office in Deed Book 1323, Page 397 (the “**Original Covenants**”);

Whereas, the Original Covenants were amended by that certain First Amendment of Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision recorded June 6, 1989 in the Greenville County Register of Deeds Office in Deed Book 1363, Page 971 (the “**First Amendment**”);

Whereas, the Original Covenants and First Amendment were amended by that certain Second Amendment of Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision recorded December 11, 1996 in the Greenville County Register of Deeds Office in Deed Book 1660, Page 279 (the “**Second Amendment**”);

Whereas, the Original Covenants, First Amendment and Second Amendment were amended by that certain Third Amendment of Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision recorded January 15, 1997 in the Greenville County Register of Deeds Office in Deed Book 1665, Page 1 (the “**Third Amendment**”) (the Original Covenants, First Amendment, Second Amendment and Third Amendment being collectively referred to herein as the “**Covenants**”);

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

Now, therefore, by affixing my signature to this Approval of Amendment of Restrictive Covenants of Half Mile Lake Subdivision, I acknowledge that I am the Owner of the Lot(s) referenced below, and, as such, have authority to approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision (the “**Amended Covenants**”) attached as Exhibit A and/or made available by the Board of Directors electronically. Further, I authorize the Board of Directors of the Half Mile Lake Homeowner’s Association, Inc. to file the Amended Covenants with the Office of the Register of Deeds for Greenville County.

I approve of the Amendment of Restrictive Covenants of Half Mile Lake Subdivision.

Signature: _____

Printed Name: _____

Lot Number/Address: _____

Date: _____

EXHIBIT A

[AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HALF MILE LAKE SUBDIVISION ATTACHED]

VOTE REGARDING AMENDMENT OF THE BYLAWS OF HALF MILE LAKE SUBDIVISION

Whereas, the Members of Half Mile Lake Homeowner’s Association, Inc., a South Carolina non-profit corporation, (the “**Association**”) initially established and approved its By-Laws on August 15, 1989 (the “**Initial Bylaws**”).

Whereas, Section 11.1 of the Initial Bylaws provides that the Initial Bylaws may be amended by a vote of a Majority of Members at a meeting in which a quorum is present;

Whereas, a meeting of the Members of the Association was called by the Board of Directors of the Association;

Whereas, such meeting has not yet been adjourned;

Now therefore, by affixing my signature to this Vote Regarding Amendment of the Bylaws of Half Mile Lake Subdivision, I acknowledge that I am the Owner of the Lot(s) referenced below, and, as such, have authority to vote on the Amended and Restated Bylaws attached as Exhibit A and/or made available by the Board of Directors electronically (the “**Amended Bylaws**”).

_____ I vote in favor of approving the Amended Bylaws.

_____ I vote against approving the Amended Bylaws.

Signature: _____

Printed Name: _____

Lot Number/Address: _____

Date: _____

EXHIBIT A

[AMENDED AND RESTATED BYLAWS ATTACHED]

AMENDED AND RESTATED
DECLARATON OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HALF MILE LAKE SUBDIVISION

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Prepared by and return to:

Half Mile Lake Subdivision SC, LLC

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HALF MILE LAKE SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HALF MILE LAKE SUBDIVISION (the "**Amended and Restated Declaration**") is made on the date hereinafter set forth by Half Mile Lake Homeowner's Association, Inc., a South Carolina nonprofit corporation, having an office in Greenville County, South Carolina (hereinafter referred to as "**Association**").

WITNESSETH:

Whereas, Half Mile Lake Development Corporation, a South Carolina Corporation, initially established covenants, conditions and restrictions for Half Mile Lake Subdivision by that certain Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision recorded April 4, 1988 in the Greenville County Register of Deeds Office in Deed Book 1323, Page 397 (the "**Original Covenants**");

Whereas, the Original Covenants were amended by that certain First Amendment of Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision recorded June 6, 1989 in the Greenville County Register of Deeds Office in Deed Book 1363, Page 971 (the "**First Amendment**");

Whereas, the Original Covenants and First Amendment were amended by that certain Second Amendment of Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision recorded December 11, 1996 in the Greenville County Register of Deeds Office in Deed Book 1660, Page 279 (the "**Second Amendment**");

Whereas, the Original Covenants, First Amendment and Second Amendment were amended by that certain Third Amendment of Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision recorded January 15, 1997 in the Greenville County Register of Deeds Office in Deed Book 1665, Page 1 (the "**Third Amendment**") (the Original Covenants, First Amendment, Second Amendment and Third Amendment being collectively referred to herein as the "**Covenants**");

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

Whereas, seventy-five (75%) percent or more of the Owners (as defined below) have approved amending and restating the Covenants as provided herein;

Now therefore, the Association, by and through its Board of Directors (as defined below), hereby publish, declare and certify as an official act of the Association, that the Covenants are amended and restated as follows:

This Amended and Restated Declaration imposes upon the Properties (as defined below), mutually beneficial restrictions under a general plan for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall administration, maintenance and preservation of the Properties.

The Association hereby declares that all of the Properties described in Exhibit "A" and any Additional Property (as defined below) subjected to this Amended and Restated Declaration by Supplemental Declaration (as defined below) shall be held, sold, used and conveyed subject to the following restrictions, covenants and conditions, which shall run with the title to the Properties subjected to this Amended and Restated Declaration. This Amended and Restated Declaration shall be binding upon all parties having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner of any portion of the Properties. The covenants, conditions and restrictions contained in the Covenants are hereby deleted and replaced in their entirety with the following covenants, conditions and responsibilities.

ARTICLE 1: DEFINITIONS

The terms in this Amended and Restated Declaration and exhibit(s) to this Amended and Restated Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 **"Additional Property"** shall mean and refer to additional real estate contiguous, adjacent to or neighboring the Property, all or a portion of which may be made subject to the terms of this Amended and Restated Declaration in accordance with the provisions of Section 7.1 of this Amended and Restated Declaration.

1.2 **"ARB"**: The Architectural Review Board, as described in Section 9.2.

1.3 **"Area of Common Responsibility"**: The Common Area, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Amended and Restated Declaration, any Supplemental Declaration, any cost sharing agreement, or other applicable covenant, contract, or agreement.

1.4 **"Articles of Incorporation" or "Articles"**: The Articles of Incorporation of the Association as filed with the Secretary of State of the State of South Carolina.

1.5 **"Board of Directors" or "Board"**: The body responsible for administration of the Association, selected as provided in the By-Laws and serving as the board of directors under South Carolina corporate law.

1.6 **"By-Laws"**: The By-Laws of the Association, as they may be amended from time to time.

1.7 **“Common Area”**: All real and personal property, including open space, amenities area, easements, licenses and conservation easements, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners.

1.8 **“Common Expenses”**: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

1.9 **“Days”**: Calendar days; provided, however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

1.10 **“General Assessments”**: Assessments levied on all Lots subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 8.1 and 8.3.

1.11 **“Governing Documents”**: The Amended and Restated Declaration, By-Laws, Articles of Incorporation, and all Supplemental Declarations, as each may be amended from time to time.

1.12 **“Half Mile Lake Subdivision” or “Subdivision”**: That certain residential community located on the property described on Exhibit A in Greenville County, South Carolina, and additional phases subjected to this Amended and Restated Declaration by Supplemental Declaration (as subsequently defined) and commonly known and referred to as Half Mile Lake Subdivision.

1.13 **“Improvement”**: Any structure or improvement, including but not limited to, buildings of a permanent or temporary nature (with temporary buildings being permitted only during the construction of other Improvements, subject to approval by the ARB), outbuildings, underground installations, slope alterations, surface water drainage facilities, sediment control devices, roads, berms, driveways, parking areas or facilities, garbage facilities, fences, screening walls, retaining walls, enclosures, stairs, decks, windbreaks, planting or removal of trees, shrubs and other landscaping materials, poles, signs, antennas and satellite dishes, utilities, heating, cooling and air circulation equipment and facilities, roofed structures, hedges, exterior illumination, changes in exterior color or shape, staking, clearing, excavation, grading, exterior alteration of existing improvements, and all other structures or landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on any Lot.

1.14 **“Leasehold Owner”**: The lessee under any lease of a Lot who has been assigned all of the Owner’s rights and obligations under this Amended and Restated Declaration with respect to the leased premises.

1.15 **“Lot”**: A portion of the Properties, whether improved or not improved, which may be independently owned and conveyed. Each separately platted lot shall be deemed to be a separate Lot, regardless of the number of uses on such lot, unless otherwise specified by the applicable Supplemental Declaration. The term shall refer to the land, if any, which is part of the Lot as well as any Improvements thereon. This term shall not include Common Area, or property dedicated to the public.

1.16 **“Majority”**: Those votes, Owners, Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

1.17 **“Member”**: A person subject to membership in the Association pursuant to Section 3.1.

1.18 **“Mortgage”**: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

1.19 **“Mortgagee”**: A beneficiary or holder of a Mortgage.

1.20 **“Occupant”**: The Owner or Leasehold Owner of any Lot and their respective employees, agents, tenants, independent contractors, invitees and licensees or any other person who either lawfully or unlawfully occupies or comes upon such Lot. All actions or omissions of any Occupant shall be deemed the actions or omissions of the Owner or Leasehold Owner of such Lot.

1.21 **“Owner”**: One (1) or more persons who hold the record title to any Lot, including the Association, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is owned by more than one (1) person, all such persons shall be jointly and severally obligated to perform the responsibilities of such Owner. Subject to receipt of Association approval as outlined herein, an Owner (including the Association) who has transferred or otherwise conveyed a leasehold interest in and to any Lot to a Leasehold Owner may assign in such lease, all of such Owner’s rights and obligations as an Owner herein; provided, however, that any such assignment shall not relieve such Owner from its duties and obligations hereunder except as expressly provided herein. From and after receipt of such assignment, the Association and the ARB shall recognize the Leasehold Owner as the Owner of such Lot.

1.22 **“Plat”**: The plat, prepared by Arbor Engineering, entitled “Property Survey for C. Rivers Stone,” dated October 18, 1987, and recorded in the Register of Deeds Office for Greenville County, South Carolina, in Plat Book 15-A at Page 43, as well as all future recorded plats, if any, describing those certain parcels of land annexed, as described thereon, and made subject to this Amended and Restated Declaration by amendment hereto.

1.23 **“Properties”**: The real property described on Exhibit “A” as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article 7.

1.24 **“Public Records”**: The Register of Deeds Office of Greenville County, South Carolina, or such other place which is designated as the official location for recording of deeds and similar documents affecting title to real estate.

1.25 **“Restricted Owner”**: An Owner who, after due notice as outlined in the Amended and Restated Covenants, has not paid outstanding Assessments or is otherwise out of compliance with other covenants, conditions and restrictions contained herein;

1.26 **“Special Assessments”**: Assessments levied in accordance with Section 8.4.

1.27 **“Supplemental Declaration”**: An instrument including but not limited to a deed of conveyance, filed in the Public Records which subjects Additional Property to this Amended and Restated Declaration, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument, or in any other way, amends or revises the terms of this Amended and Restated Declaration.

1.28 **“Utilities”**: Any utilities serving any portion of the Properties or any Common Areas, including, without limitation, public water service, public sewer service, storm drains, gas, electricity, telephone, cable, digital or similar television services, solar or passive energy sources or any other utilities of any nature whatsoever.

1.29 **“Zoning”**: The Zoning Ordinance(s) of the County of Greenville, South Carolina, or any other applicable zoning board, administrative agency or regulatory entity, applicable to Half Mile Lake Subdivision, as it may be amended from time to time.

ARTICLE 2: PROPERTY RIGHTS

2.1 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) this Amended and Restated Declaration and all other Governing Documents;
- (b) any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of the Common Area and to impose reasonable limits upon the number of guests who may use the Common Area at any given time;
- (d) the right of the Association to suspend the voting rights and right to use any Common Area by a Restricted Owner;
- (e) 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 conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication is signed by at least sixty-seven percent (67%) of the Members in the Association and has been recorded;
- (f) the right of the Association to rent, lease or reserve any portion of the Common Area to any Owner or Occupant for the exclusive use of such Owner or Occupant and their respective employees, lessees, clients, customers, and guests upon such conditions as may be established by the Board;
- (g) the right of the Board to allow persons other than Owners, Occupants and their respective employees, lessees, invitees, customers and guests to use any facilities situated upon the Common Area upon such conditions as may be established by the Board;
- (h) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon; and
- (i) the right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred. No mortgage shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by at least sixty-seven (67%) percent of the Members in the Association;

2.2 Delegation of Use. Subject to any express conditions to or limitations of the same

contained herein, any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

2.3 Leases of Lots. Any Owner who intends to lease his or her residence, must receive prior written approval of the proposed lease between such Owner and the proposed tenant (the "**Proposed Lease**") from the Board. In general, the following conditions must be met prior to any Proposed Lease being approved by the Board:

- a) The Owner must have occupied the residence as the Owner's primary residence for a minimum of one year;
- b) The Owner must not lease any other residence in the Subdivision;
- c) The Proposed Lease must be for residential purposes only;
- d) The Proposed Lease term shall not be less than twelve (12) months in duration;
- e) The Proposed Lease must be of the entire residence (not a rental of certain rooms, bedrooms, etc.);
- f) The Proposed Lease must include an attachment containing a copy of the Amended and Restated Covenants (and any amendments thereto) and the By-laws; and
- g) The Proposed Lease must contain the following statement, which must be acknowledged via signature of the tenant: *"Tenant acknowledges receipt of the Amended and Restated Covenants and the By-laws of Half Mile Lake Subdivision. Tenant understands and acknowledges that Tenant is required to comply with the conditions, covenants and restrictions contained therein. Further, Tenant acknowledges that the failure of either Tenant or Owner to comply with the same, may result in Tenant and/or Owner being deemed a Restricted Owner with loss of the use of some or all of the Common Areas and/or monetary fines."*

Satisfaction of the eligibility criteria does not guarantee approval by the Board. The Board may take other matters into consideration if the Board, in good faith, believes such other matters may have a detrimental impact on the Subdivision. Further, in its sole discretion, the Board may approve a Proposed Lease that does not meet all of the above qualifications in extenuating circumstances (i.e. the Owner is a member of the armed forces, is called to duty and has lived in his or her residence less than a year).

Failure to acquire prior approval of the Board or failure to comply with the above requirements may subject the Owner to additional fines and sanctions as provided in Section 4.3 and may result in loss of use of some or all of the Common Areas by tenant and/or Owner.

2.4 No Partition. Except as permitted in this Amended and Restated Declaration, there shall be no judicial partition of the Common Area. No person shall seek any judicial partition unless the portion of the Common Area that is the subject of such partition action has been removed from the provisions of this Amended and Restated Declaration. This Article shall not prohibit the Board from acquiring and disposing of other real property that may or may not be subject to this Amended and Restated Declaration.

2.5 Condemnation. The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney-in-fact for all Owners in such matters. If any part of the Common Area shall be taken by any authority having the

power of condemnation or eminent domain or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members holding at least sixty-seven percent (67%) of the total votes in the Association, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement or any condemnation award or proceeds of such conveyance.

If the taking or conveyance involves a portion of the Common Area on which Improvements have been constructed, the Association shall restore or replace such Improvements on the remaining land included in the Common Area to the extent feasible, unless within sixty (60) Days after such taking, the Members holding at least sixty-seven percent (67%) of the total votes of the Association, shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARB. The provisions of Section 6.1(b) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any Improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds may be used by the Association for such purposes as the Board shall determine, subject to the rights of Association to receive such funds as set forth above.

ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one (1) person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth herein and in the By-Laws. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, member, partner or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

3.2 Voting. The Association shall have one (1) class of membership. Members shall have one vote per Lot in which they hold the interest required for membership under Section 3.1.

If there is more than one (1) Owner of a Lot, the votes for such Lot shall be exercised as the co-Owners determine among themselves. The Lot's vote shall be suspended if more than one (1) person seeks to exercise it for the same vote. No Member may vote if any assessment for such Member's Lot(s) is delinquent.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and all Improvements thereon. The Association shall be the primary entity responsible for enforcement of this Amended and Restated Declaration and such reasonable rules regulating use of the Properties as the Board may adopt pursuant to Article 11. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Amended and Restated Declaration. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of South Carolina.

4.2 Personal Property and Real Property for Common Use. The Association may acquire,

hold, and dispose of tangible and intangible personal property and real property. The Association and its designees, with the Association's prior written consent, may convey to the Association improved or unimproved real estate, or interests in real estate, located within the property described in Exhibit "A," personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Association shall not be required to make any Improvements or repairs whatsoever to property to be conveyed and accepted pursuant to this Section.

4.3 Enforcement. The Board may impose sanctions for violation of the Governing Documents after compliance with any applicable notice and hearing procedures set forth in this Amended and Restated Declaration or By-Laws. Such sanctions may include, without limitation:

(a) imposing monetary fines which shall constitute a lien upon the Lot of the violator. In the event that any occupant, employee, lessee, invitee, client, customer or guest of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall be notified by the Board and be responsible for paying said fines.

(b) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(c) suspending an Owner's right to vote;

(d) suspending any person's right to use any facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(e) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association; and

(f) imposition of an additional monthly non-compliance fine, to be set by the Board, until Owner has complied with the Governing Documents.

In addition, the Board may elect to enforce any provision of the Governing Documents by exercising self-help (specifically including, but not limited to, the filing of liens in the Public Records for non-payment of assessments and other charges, the towing of vehicles that are in violation of parking rules, or the correction of any maintenance, construction or other violation of the Governing Documents).

The Association may also elect to enforce any provisions of the Governing Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Amended and Restated Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board, in the exercise of its judgment, determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce county, city, state and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Amended and Restated Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Amended and Restated Declaration, the By-Laws, and the Articles, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Indemnification. The Association shall indemnify every officer, director, ARB members and committee member against all damages, liabilities and expenses, including reasonable attorney fees, incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation, or South Carolina law.

The officers, directors, ARB members and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, ARB members, and committee members shall have no personal liability, with respect to any contract or other commitment made or action taken in good faith on behalf of the Association in their capacity as officers, directors, ARB member and committee members. The Association shall indemnify and forever hold each such officer, director, ARB member and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB member or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officer's and director's liability insurance to fund this obligation, if such insurance is reasonably available.

4.6 Dedication of or Grant of Easements on Common Areas. The Association may dedicate or grant easements across portions of the Common Area to Greenville County, South Carolina, or to any other local, state, or federal governmental or quasi-governmental entity or utility.

4.7 Security, Public Safety and Personal Responsibility. Each Owner and Occupant of a Lot, and their respective employees, lessees, invitees, clients, customers and guests, shall be responsible for their own personal safety and the security of their property in the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. The Association, shall not, in any way, be considered insurers or guarantors of security within the Properties, nor shall it be held liable for any loss or damage by reason of failure to provide adequate security or

ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure cannot be compromised or circumvented, nor that any such security system or measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees are not insurers and that each person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties. Any costs incurred by the Association to provide such services shall be paid by the Association and shall be charged to all Lots, as a General Assessment or a Special Assessment, as determined by the Board in its sole discretion.

Half Mile Lake Subdivision is blessed with an abundance of natural amenities and beautiful lake(s)/pond(s). All of the natural hazards that can be found in such a setting are in fact present, including risk presented by animal life, insects, slippery rocks and all manner of personal hazards found in natural settings. The Association is under no obligation to eliminate any potential dangers or hazards, put up warning signs, fences, barricades or anything else for the purpose of public safety; therefore Owners, Leasehold Owners, invitees, licensees, family and friends of the same, and all others shall hold the Association and all other persons and entities harmless for any injury, loss, damages, costs and expenses suffered as a result of injury, death, loss of property or damage to property from all such hazards. Owners, Leasehold Owners, invitees, licensees, family and friends of the same, and all others are themselves solely and totally responsible for taking every precaution imaginable and for using every care imaginable for all previously mentioned risks and hazards, including anyone on the property as a result thereof at all times and in all imaginable situations and circumstances.

In the event that the Association determines that the need for maintenance, repair, or replacement of Common Area, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner pursuant to section 8.5 below. Any such fee may also be enforced by legal action by the Board against the Owner and any other liable third party.

ARTICLE 5: MAINTENANCE

5.1 Association's Responsibility.

(a) The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which may include, but need not be limited to:

- (i) all Common Area;
- (ii) all trees, landscaping and other flora, open spaces, parks, lakes, ponds, structures and Improvements, including the pool located within the Common Area, tennis courts, any infrastructure within the Common Area that is owned by the Association;
- (iii) all furnishings, equipment and other personal property of the Association;

- (iv) all storm water management facilities and retention basins serving the Properties (if not maintained by a governmental agency or located on or within a Lot);
- (v) all medians or squares of the roadways within or adjacent to the Properties to the extent that the Board determines that such maintenance is necessary or desirable;
- (vi) all entry signs and features serving the Properties;
- (vii) all signage within or adjacent to public rights-of-way within or adjacent to the Properties which the Board, in its sole discretion, deems appropriate, except that signage maintained by Greenville County or the South Carolina Department of Transportation; and
- (ix) such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Amended and Restated Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association.

The Association may, as a Common Expense, maintain other property and Improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable.

(b) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods during which such maintenance is unnecessary, as determined in the sole discretion of the Board.

(c) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment or as a Special Assessment, without prejudice to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Area of Common Responsibility pursuant to the Governing Documents, any recorded covenants, or any agreements with the Owner(s) thereof.

5.2 Owner's Responsibilities. Each Owner shall maintain its Lot, and all Improvements located thereon, including without limitation, all structures, parking areas, irrigation systems, drainage facilities, landscaping, setback areas and other Improvements located in rights-of-way adjacent to the Owner's Lot in a manner consistent with all Governing Documents, unless such maintenance responsibility is otherwise assumed by and assigned to the Association. Such maintenance includes but is not limited to the following:

- (a) Removal of all litter, trash, refuse and waste at least once a week and keeping the trash pick-up, service and loading areas in a neat condition;
- (b) Lawn mowing on a regular basis;
- (c) Tree and shrub pruning;
- (d) Keeping exterior lighting, signage, fixtures, mail box, and mechanical facilities in working order;
- (e) Keeping plant materials within lawn and garden areas alive and trimmed, and any adjoining rights-of-way or drainage ditches attractive and free of trash and debris;
- (f) Promptly removing and/or replacing any dead plant material;
- (g) Keeping parking areas and driveways in good repair and free of debris;
- (h) Repair of exterior damage to Improvements and keeping exterior Improvements in good repair.

Every Owner shall also be responsible for the security and safety of its Lot notwithstanding any security systems or measures that may be provided by the Association.

In addition to any other enforcement rights, if an Owner fails properly to perform its maintenance responsibility, the Association charge a monetary fine in an amount to be determined by the Board or the Board may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 8.5. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings shall be made by the Board, in its sole discretion.

5.3 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with all Governing Documents. Neither the Association nor any Owner shall be liable for any damage or injury occurring on, or arising out of the condition of, property which such person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.4 Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure, which serves and/or separates any two (2) adjoining Lots, shall constitute a party structure. To the extent inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance

of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE 6: INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available. The types of insurance in effect may or may not include the following:

- (i) Blanket property and casualty insurance for all insurable Improvements within the Area of Common Responsibility;
- (ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members;
- (iii) Workers compensation insurance and employers' liability insurance, if and to the extent required by law;
- (iv) Directors' and officers' liability coverage;
- (v) Fidelity insurance covering all persons responsible for handling Association funds; and
- (vi) Such additional insurance as the Board, in its best business judgment, determines advisable or is required by law.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment. In the event of an insured loss, the deductible shall be treated as a Common Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their employees, lessees, invitees, clients, customers or guests, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots.

(b) Damage and Destruction. In the event of any insured loss, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means

repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or Improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be promptly repaired if the available proceeds of insurance carried pursuant to this Amended and Restated Declaration are sufficient to cover eighty-five percent (85%) of the repair or reconstruction. If the proceeds are not sufficient to cover eighty-five percent (85%) of the cost to fully restore the damage, then the Association shall determine by a vote of sixty-seven (67%) percent of the Members who are voting (in person or by proxy) whether or not to proceed with the repair or reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative Improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

6.2 Owner' Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry liability and property insurance with limits of not less than full replacement cost of all insurable Improvements on its Lot, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising its Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9. The Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition. The Owner shall pay all costs which are not covered by insurance proceeds.

ARTICLE 7: ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1 Annexation by Membership. The Association may annex any real property to the provisions of this Amended and Restated Declaration with the consent of the Owner of such property and the affirmative vote of Members holding Seventy-five (75%) percent of the votes of the Association represented at a meeting duly called for such purpose.

ARTICLE 8: ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time.

(a) The General and Special Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of Properties, services and

facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of storm drain lines, water and sewer mains in and upon the Common Area; the maintenance of open spaces and alleys which have not been accepted for dedication by a public authority, roadway medians (including medians and islands located in dedicated rights-of way) and entranceways, drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of ponds, lakes, retention areas or other bodies of water located within the Common Area; the maintenance of any "sign easement" areas located on any Lot, the maintenance of entranceways, landscaping and lighting of Common Area; the maintenance of cul-de-sac islands; the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Review Board; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise. Special Assessments are further limited by any requirements, limitations and conditions contained in Section 8.4.

(b) The Association may establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties that the Association may be obligated to maintain. Such reserve fund, if any, is to be established out of General Assessments for Common Expenses.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Amended and Restated Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his/her membership interest therein, except as an appurtenance to his Lot. When an Owner shall cease to be a Member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

8.2 Notice and Quorum. For Any Action Authorized Under Article 8, Sections 3 and 4, the following shall be followed:

(a) Notice. Notice of any meeting called for the purpose of taking any action authorized under Section 8.3 and 8.4 of this Article 8 shall be sent to all Members not less than thirty (30) days, and not more than sixty (60) days in advance of the meeting. The initial notice may be sent via mail or email, with a second notice by the same means sent by the weekend prior to the meeting. Signs shall be posted advertising the meeting at each ingress and egress during the final week before the meeting and taken up the day after.

(b) Quorum. At the first meeting called, the presence of Member or of proxies entitled to cast fifty-five percent (55%) of the total possible votes shall constitute a quorum. If the required quorum is not present, another meeting 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 initial required quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. This process may continue until Quorum is met.

8.3 Maximum General Assessment. For the calendar year beginning January 1, 2020 and ending December 31, 2020, the maximum General Assessment shall be Three Hundred Sixty-five and No/100ths (\$365.00) Dollars per Lot, and may be collected annually, at the discretion of the Board.

(a) The maximum General Assessment for 2021 and for each calendar year thereafter may be increased by the Board of Directors without approval by the Members by an amount not to exceed five (5%) percent of the General Assessment of the previous year.

(b) The maximum General Assessment for 2021 and for each calendar year thereafter may be increased in excess of five (5%) percent by a vote of the Majority of Members who are voting in person or by proxy, at a meeting duly called for this purpose, and after which all further assessments shall be limited as so written herein.

8.4 Special Assessments for Capital Improvements. So long as the total amount of Special Assessment(s) allocable to each Lot in any calendar year does not exceed the amount of the General Assessment levied in the year during which such Special Assessment(s) are levied (the "**General Assessment Limitation**"), the Board may impose such Special Assessment(s) without approval by the Members. All Special Assessments are subject to Notice under 8.2(a). Special Assessments which would exceed the General Assessment Limitation shall be effective only if such assessment is approved by the Members in accordance with the procedures and requirements in Section 8.2. All Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis as determined by the Board and may be payable in installments.

Special Assessments shall only be made for (a) the purpose of defraying, in whole or part, the cost of reconstruction, repair, or replacement of an improvement or feature located on the Common Area for which adequate reserves are unavailable or (b) defraying, in whole or part, the cost of compliance with any statutes, rules, ordinances or directives of any governmental agency or entity, such as, the Department of Natural Resources, the South Carolina Department of Health and Environmental Control, or other federal, state and/or local government agencies or entities.

8.5 Special Individual Assessment. In addition to the General Assessments and the Special Assessments for capital improvements authorized above, the Board shall have the power to levy a Special Individual Assessment applicable to any particular Lot Owner (i) for the purpose of paying the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Area, parking areas, and the Recreational Facilities, if occasioned by an act or omission of such Owner, Members of such Owner's family, or such Owner's agent, guest, employees or invitees and not as a result of ordinary wear and tear or (ii) for the payment of fines, penalties or other charges imposed against any Owner relative to such Owner's failure to comply with the terms and provisions of this Amended and Restated Declaration, the By-Laws or any rules and regulations promulgated by the Association or Association pursuant to this Amended and Restated Declaration or the By-Laws. The due date of any Special Individual Assessment levied pursuant to this Section, shall be fixed in the Board's resolution authorizing such Special Individual

Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner at least twenty (20) days prior to the date such Special Individual Assessment is due.

8.6 Capital Investment Fee/Fees for Provision of Status of Member, Current Amounts Paid/Outstanding and Registering of New Owners: In addition to the General Assessments and Special Assessments authorized above, the Board shall have the power to assess a capital investment fee (the “**Capital Investment Fee**”) equal to one and one-half times the General Assessment from the previous year. The Capital Investment Fee shall be payable to the Association upon the transfer of title of any Lot from an existing Owner to a new Owner (excluding transfers made to a spouse, child, parent or other party for no consideration) and may be used by Association in the same manner as funds collected by the General Assessments.

Further, at the time of any Lot transfer, the Board shall have the power to assess a fee for the provision of the status of a Member’s standing in the Association, the amounts paid/outstanding by the current Member, and the registering of new Owners (i.e. providing new Owners with copies, etc.) Such fees shall be limited to the actual costs/expenses incurred by the Association to accommodate such requests (i.e. fees paid to an accountant or management company employed by the Community, copy costs and postage).

8.7 Rate of General Assessment. Both General Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis or as otherwise determined by the Board in its discretion.

8.8 Date and Commencement of General Assessments Due. The General Assessment period shall operate on the Calendar year. At least thirty (30) days in advance of each General Assessment period, the Board of Directors shall fix the amount of the General Assessment and promptly thereafter the Board of Directors shall cause notice thereof to be sent to every Owner subject thereto. Such notice may be sent via mail or email. In the event the Board of Directors shall fail to fix the amount of General Assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new General Assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

8.9 Effect of Nonpayment of Assessments; Lien for Assessments. Any Transfer Fee, Annual, Special, or Special Individual Assessment not paid within thirty (30) days after its due date shall constitute a lien in the hands of the Association against each Lot to secure payment of assessments and other charges. In addition, the assessment shall bear interest at a rate to be set by the Board (subject to the maximum interest rate limitations of South Carolina law), late charges in such amount as the Board may establish (subject to the limitations of South Carolina law), costs of collection and reasonable attorneys’ fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage holder of record. The Association may immediately file notice of such lien in the Register of Deeds Office for Greenville County and shall not be required to obtain a judgment prior to recording such notice of lien. Such lien may be enforced by suit, judgment, and judicial foreclosure. In addition to the remedies available under this section, the Association shall have available all remedies and enforcement mechanisms listed in Section 4.3.

The sale or transfer of any Lot shall not affect the Assessment lien or relieve such Lot from the lien for any subsequent Assessments. However, the sale or transfer of any Lot pursuant to

foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title.

All other persons acquiring liens or encumbrances on any Lot after this Amended and Restated Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.10 Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE 9: ARCHITECTURAL STANDARDS

9.1 General. No building, fence, wall, porch, deck, permanent play structure or playground, external generators or any other structure or Improvement, shall be placed, erected, installed, constructed or altered upon any Lot except in compliance with this Article and with the prior written approval of the appropriate reviewing body under Section 9.2, in accordance with the application and approval requirements pursuant to Section 9.3.

All Improvements constructed on any Lot must comply with any applicable State or County laws, rules, regulations or requirements. All plans and specifications shall be subject to review as provided herein.

9.2 Architectural Review. Responsibility for review of all applications for use, construction and modifications under this Article shall be handled by the reviewing bodies described below, the members of which need not be Members of the Association or representatives of Members:

- (a) Architectural Review Board. The ARB shall have exclusive jurisdiction over all construction on any portion of the Properties. The Board shall designate the number of and appoint the members of the ARB on an annual basis. However, the ARB shall be composed of at least three (3) members. All members of the ARB may be removed and replaced in the Board's discretion. In the event the Board fails to appoint new members to the ARB, the ARB members from the immediately preceding year shall continue to serve.

9.3 Guidelines and Procedures.

(a) Design Guidelines. The Association may prepare and amend from time to time design and construction guidelines and application and review procedures for the Properties ("Design Guidelines"). Any Design Guidelines may contain general provisions applicable to all of the Properties. Any Design Guidelines will be intended to provide guidance to Owners regarding matters of particular concern to the reviewing bodies in considering applications hereunder but shall not be the exclusive basis for decisions of the reviewing bodies.

(b) Procedures. No activities within the scope of Section 9.1 shall commence on any Lot until an application for approval of the proposed work has been submitted to and approved by the

ARB, as appropriate. The ARB may require the submission of application forms and information as it deems necessary to consider any application and may require multiple stages of application and review for any use, construction or modification.

In the event that the ARB fails to approve or to disapprove in writing any stage of an application within thirty (30) Days after submission of all information and materials reasonably requested, the application shall be deemed approved unless an extension of such time period is agreed to by the ARB and the applicant.

Notwithstanding the above, the ARB by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(c) Basis of Approval. In reviewing each submission, the reviewing body may consider (but shall not be limited to consideration of) the general adequacy of site dimensions, the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, setbacks and finish grade elevation, conformity to both the specific and general restrictions and covenants set forth herein, and in any Design Guidelines, among other things. Decisions of the reviewing bodies may be based solely on aesthetic considerations and shall be made by a Majority vote of all members of the reviewing body. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as members of the reviewing bodies change over time.

(d) Commencement and Completion. All work shall be commenced and completed within such period as provided in the notice of approval; provided, however, all work shall be completed within one (1) year after commencement of construction. The reviewing body may in its sole discretion grant an extension if commencement or completion is delayed due to causes beyond the reasonable control of the Owner. In the event construction of the work called for by the approved plans has not substantially commenced within the period set forth in the notice of approval, then the approval shall be deemed expired and no construction shall thereafter commence unless a written renewal is granted by the reviewing body.

9.4 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.5 Variance. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Any such variances granted, however, shall not prevent the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing may not be considered a hardship warranting a variance as determined in the sole discretion of the reviewing body.

9.6 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only and shall not create any duty to any person. Neither the Association, nor the Board, nor the ARB shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, nor for ensuring

compliance with building codes and other governmental requirements, nor for ensuring that all Improvements are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring Property Owners. Neither the Association, nor the Board, nor the ARB, nor any committee, nor member of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Association, the Board, the ARB, and their members shall be defended and indemnified by the Association as provided in Section 4.5.

9.7 Enforcement. The Board, the ARB, and any member or representative of the Board or ARB shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any Improvement is in violation of this Article. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the ARB, Owners shall, at their own cost and expense, remove such structure or Improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore the property as required, any authorized agent of the Board or the ARB shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the ARB by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against such Lot.

Unless otherwise specified in writing by the committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. If any person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an compliance with any notice or hearing requirements in this Amended and Restated Declaration or the By-Laws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof.

Neither the Board, the ARB, nor any member of the foregoing, nor the Association, nor their members, officers or directors shall be held liable to any person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded by the ARB from the Properties, subject to any applicable notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Board shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

9.8 Dissolution of ARB. If Board determines, in its sole discretion, that the ARB is no longer necessary or desirable, the Board may dissolve the ARB. In the event the Board dissolves the ARB, the duties, responsibilities and authority of the ARB would devolve to the Board.

ARTICLE 10: EXTERIOR MAINTENANCE

Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner

neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with the requirements contained in this Article 10 or elsewhere in this Amended and Restated Declaration, the Association may provide such exterior maintenance as provided in Section 9.7 above; provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform, and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. To enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

ARTICLE 11: USE RESTRICTIONS

11.1 Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Board; provided, however, that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

11.2 Setbacks and Building Lines. Each Improvement which shall be erected on any Lot, shall be located within the building and setback lines for each Lot as set forth on the Plat. No Improvement shall be nearer to any side Lot line than five (5) feet or nearer to any rear Lot line than ten (10) feet. In the event of a conflict between the Plat and the setback lines contained in this Section, the Plat shall control. In no event shall any dwelling, Improvement or amenity be erected and located upon any such Lot in a manner which violates the requirements and provisions of any applicable Zoning ordinances and subdivision regulations. The ARB, in its sole discretion, may vary any or all of the front, rear, and/or side setback lines by not more than twenty-five (25%) percent of the distance required herein.

11.3 Walls and Fences. No fence or wall shall be erected or placed in front of any Lot. No fence shall be erected, placed or altered in the rear or side of any Lot unless approved in writing by the ARB pursuant to Article 9 prior to the commencement of construction.

11.4 Subdivision. Subdivision of a Lot into two (2) or more Lots, the combination of two (2) or more Lots to form one single building Lot, or changing the boundary lines of any Lot is prohibited, unless (i) such combination is permitted by all applicable laws and regulations and (ii) such combination is approved, in writing, by the ARB. If two or more Lots are combined into one, for Association voting and assessment purposes, the Owner shall be treated as the Owner of one Lot. All costs associated with such a change, including, any and all costs brought about to any other Lot or Common Area as a result of said change, shall be borne by the Owner of the changed Lots. The building line requirements provided herein shall apply to such Lots as re-subdivided or combined and side-line easements as shown on the plat shall be moved to follow the new side line.

11.5 Terraces, Eaves and Detached Garages. For purposes of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the ARB; provided, all such detached structures must be to the rear of the main dwelling, must not encroach upon the Lot of an adjacent Owner. For purposes of the preceding sentence, a detached structure shall be deemed to be to the rear of the main dwelling, if such detached structure cannot be seen by an observer standing on the street directly in front of the main dwelling.

11.6 Building Requirements. The total living areas of the homes, exclusive of open porches, port cocheres, garages, carports and breezeways, shall be not less than One Thousand Six Hundred fifty (1,650) heated square feet for a one or one-half level house and One Thousand Eight Hundred (1,800) heated square feet for a two story or more house.

11.7 Obstructions to View at Intersections. No part of any structure nor the branches of trees or other vegetation shall be permitted to obstruct the view of vehicles or pedestrians at street intersections.

11.8 Temporary Structures. No structure of a temporary nature (unless approved in writing by the ARB) shall be erected or allowed to remain on any Lot. No trailer, camper, shack, tent, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently. No tree houses, storage sheds or playhouses shall be erected on any Lot unless previously approved in writing by the ARB.

11.9 Livestock and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Outside kennels or runs are prohibited except in the back yard of a fenced-in Lot. Pets shall be under leash while walked in the Subdivision and shall not roam the Subdivision unattended. The owner of a pet shall immediately remove any pet excrement in the Common Area or another Owner's Lot. Pet behavior must be properly managed at all times, and pet owners shall not allow pets to frighten, disturb or create a nuisance for others. Pet owners shall not permit pets to go onto other Owners' Lots, or in Common Areas, except as expressly permitted in this Section.

Nothing herein contained shall interfere with any provisions under the Americans with Disability Act or any similar state or local law, ordinance or regulation.

11.10 Obnoxious or Offensive Activities. No obnoxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become a nuisance to the Owners of other Lots in Half Mile Lake Subdivision. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Subdivision. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Subdivision shall be liable to the Association for the actual costs of removal thereof or the sum of \$100.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot is subject and shall be subject to the enforcement rights granted in Section 4.3.

Seasonal or holiday decorations, including but not limited to, decorations for federal, state or religious holidays are expressly permitted. The Association shall not have the authority to compel the removal of the aforementioned and shall not engage in any act that may be construed as such or in any way allow someone to be "bullied" by the preferences of another. Provided, however, all seasonal and holiday decorations should be removed within twenty-one (21) days of the end of the event being celebrated. The Association shall not have the authority to compel the removal of the American flag.

11.11 Signs. Only the house number shall be visible on the front of the home. No advertising signs or billboard shall be erected on any Lot, including but not limited to signs that may pertain to any business, association, organization or group with which the Lot Owner may be associated, unless prior written approval of the ARB is obtained. This restriction shall not apply to signs used to identify and advertise the Subdivision as a whole or to signs for selling Lots and/or houses, provided such signs are within any size and other aesthetic requirements established by the Architectural Review Board and/or this Restated and Amended Declaration. Also, the provisions of this Article shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to a first mortgage. The restrictions of this Section shall not apply to the Association.

11.12 Aesthetics, Nature Growth, Pools Screening, Underground Utility Service. Clothes-lines, garbage cans, wood piles, and equipment, shall be screened to conceal them from view of neighboring Lots and streets. Above ground pools are not permitted. No window air conditioning units shall be installed in any residence without prior approval of the ARB.

11.13 Solar Panels, Antennas and Satellite Dishes. Solar panels, antennas, satellite dishes, radio or television transmission towers may be erected on any structure or on a Lot only after written approval of the ARB. In no event shall free standing transmission or receiving towers, satellite dishes or disks be permitted. Provided, however, (i) satellite reception dishes which are eighteen inches (18") in diameter or less and (ii) are not visible from the street fronting the Lot, may be installed.

11.14 Parking and Vehicles.

(a) Parking of the following vehicles on any Lot is restricted: construction vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other water craft, trailers, stored vehicles or inoperable vehicles. The foregoing vehicles may be parked only in enclosed garages approved in accordance with Article 9 of the Amended and Restated Declaration or other areas as may be designated by the Board. No vehicle of any kind may be kept, stored, or parked on any non-paved area of a Lot or Common Area. Vehicles may be parked on the street in accordance with Greenville County ordinances and/or South Carolina laws. Provided, however, no vehicles shall be parked on the street if such parking creates or accentuates a danger to other vehicles and/or pedestrians (such as parking in such an area or manner that requires another vehicle to cross into the opposing traffic flow without the ability to adequately see oncoming vehicles). The foregoing will not be interpreted, construed or applied to prevent the temporary nonrecurring parking of any vehicle, boat or trailer for a period not to exceed 24 hours upon any Lot. Boats or boat trailers, motor homes, motorcycles and campers may be stored on Lots in areas not visible to the street fronting such Lot but cannot be hooked up to utilities for any reason other than maintenance or resided in by anyone, temporarily or long-term.

(b) Construction vehicles and equipment shall be exempt from this provision during daylight hours or for such period of time that is reasonably necessary for construction within a Lot or the Common Area. In the sole discretion of the Board, limitations may be placed on the parking areas, times for parking and points of entry for construction and commercial vehicles.

(c) Operation of motorized vehicles on pedestrian ways, bike-ways, sidewalks and greens maintained by the Association is prohibited unless specifically permitted in the discretion of the Board. Any use of pedestrian ways, bike-ways, sidewalks and greens maintained by the Association for motorized vehicles shall be subject to local laws and ordinances, and any restrictions established by the Board in permitting such use.

(d) Nothing herein contained shall interfere with any provision under the Americans with Disabilities Act or similar state or local law, ordinance or regulation.

11.15 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping group for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose and then only in approved containers and screened from view from streets and other Lots. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Association. All trash cans and/or recycling containers placed on the front right of way for pick up must be removed and restored to its proper place out of sight from the street within 24 hours after the content of said containers has been emptied. The placement of yard waste and trimmings on/beside any Neighborhood streets must be done in compliance with applicable Greenville County ordinances. Any dumping anywhere within the Subdivision is prohibited.

11.16 Lighting. Exterior lighting must be approved in writing by the ARB. Seasonal decorative lights may be used provided such lights do not create a nuisance.

11.17 Common Area, Greens, Sidewalks, Parks, and Bike and Pedestrian Pathways/Trails.

(a) Owners and occupants of Lots, as well as their employees, lessees, invitees, clients, customers, guests and pets shall refrain from any actions which deter from the enjoyment by other Owners of areas within the Properties designated as Common Areas, parks, sidewalks, bike and pedestrian pathways/trails, and private streets, lanes and alleys. Prohibited activities shall include, without limitation, obstruction of Common Area, maintenance of dogs or other pets under conditions which interfere with the use of the specified areas by other Owners, their tenants and invitees, playing of loud radios or musical instruments, holding of large gatherings on Common Areas without advance approval of the Board, loitering, or use of facilities, tents or other temporary structures, stages, vending machines or facilities, except for events approved in advance by the Board and otherwise permitted under this Amended and Restated Declaration. The Board may promulgate other rules and restrictions for use of these areas.

(b) Special events held within the Properties by any person other than the Association including, without limitation, educational, cultural, entertainment, promotional, sporting or social events expected to draw increased vehicle, bicycle and pedestrian traffic to the Common Area, sidewalks, and bike and pedestrian pathways/trails within the Properties shall be approved in advance in writing by the Board. Such approval shall be at the sole discretion of the Board.

11.18 Construction Activities. No construction, erection, or placement of any structure, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved is permitted, except in strict compliance with the provisions of Article 9 of the Amended and Restated Declaration. The following restrictions shall also apply:

(a) After commencement of construction of any Improvements in the Properties, the Owner shall diligently prosecute the work thereon, to the end that the Improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof.

(b) The Owner of the Lot on which Improvements are being constructed shall at all times keep streets and parking contiguous to the Lot free from excess dirt, mud, garbage, trash or

other debris as may be occasioned by construction of the Improvements.

(c) Rocks and trees removed during construction of Improvements shall be disposed of on the Lots under construction in strict conformance with plans approved in accordance with Article 9.

(d) Storage of construction materials and equipment shall strictly conform to plans approved in accordance with Article 9. The foregoing materials and equipment shall not be permitted within any natural barriers established prior to construction.

11.19 Maintenance. The Owner of each Lot, improved and unimproved, shall keep the same free of all tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health. In the event the Owner of any Lot fails to comply with the terms of this paragraph, the Board and/or the Association shall have the right (but not the obligation) to go upon such Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and other unsightly or undesirable things and objects therefrom and to do all other things and perform and furnish any labor necessary or desirable in its judgment to maintain the Lot in a neat and attractive condition, all at the expense of the Lot Owner, which expense shall become payable by the Owner to the Association on demand, and if not paid on demand by such Owner, the reasonable cost of such shall be added to and become a part of the General Assessments herein provided, to which such Lot is subject. The Association shall not be liable for any damages to any person which may result from the exercise of any of the rights conferred upon them as set forth in this paragraph.

11.20 Firearm and Weapon Discharge. Any firearm use or discharge is subject to applicable Greenville County ordinances and/or South Carolina law. The Board shall have no obligation to take action to prevent or stop such discharge.

11.21 Adding Retaining Or Decorative Walls. When adding retaining walls for any reason whether functional or decorative, they must be permitted by Greenville County if required as it pertains to any construction requirements as well as erosion control and made of materials designed for long term. As with all excavation and construction efforts of any type such efforts must be done in conjunction with any and all considerations as it pertains to any and all affects brought upon any other Lot, easement or Common Area. All retaining or decorative walls must be pre-approved by the ARB.

11.22 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least sixty-seven percent (67%) of the Lot Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Amended and Restated Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article 8 hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

11.23 Rules and Regulations. In addition to the use restrictions set forth in the Article, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all

Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting by a Majority of the Members in the Association.

ARTICLE 12: EASEMENTS

Utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated on recorded plats. An easement is reserved over front, side and rear Lot lines five (5) feet in width on each interior Lot for the installation, operation, and maintenance of utilities and for drainage purposes. On each Lot which abuts property other than that owned by Association, an easement five (5) feet in width on the front and side Lot lines and ten (10) feet in width on the rear Lot line is reserved for the installation, operation and maintenance of utilities and for drainage purposes. In the event of a conflict between the easements granted/retained in this Section 12.1 and the Plat, the Plat shall control. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of Greenville County (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area or Lots.

ARTICLE 13: MORTGAGEE PROVISIONS

13.1 No Priority. No provision of this Amended and Restated Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.2 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

13.3 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) Days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE 14: GENERAL PROVISIONS

14.1 Duration. Except as otherwise limited by South Carolina law, this Amended and Restated Declaration shall have perpetual duration. If South Carolina law limits the period during which covenants may run with the land, then this Declaration shall automatically be extended at the expiration of the period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions or other provisions of this Amended and Restated Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until the year 2101 A.D.

14.2 Amendment. Unless otherwise provided by South Carolina law, this Amended and

Restated Declaration may be terminated or amended only by an instrument signed by Owners owning at least seventy-five (75%) percent of the Lots. Nothing in this Section shall be construed to permit termination of any easement created in this Amended and Restated Declaration without the consent of the holder of such easement.

14.3 Variances. Notwithstanding anything to the contrary contained herein, the Board or its designee shall be authorized to grant individual variances from any of the provisions of this Amended and Restated Declaration, the By-Laws and any rule, regulation, or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Subdivision.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

EXHIBIT A

Property Description

HALF MILE LAKE HOMEOWNER'S ASSOCIATION, INC.

BYLAWS

Whereas, the Members of Half Mile Lake Homeowner's Association, Inc., a South Carolina non-profit corporation, (the "**Association**") initially established and approved its By-Laws on August 15, 1989 (the "**Initial Bylaws**").

Whereas, Section 11.1 of the Initial Bylaws provides that the Initial Bylaws may be amended by a vote of Majority of Members at a meeting in which a quorum is present;

Whereas, a Majority of the Members have voted in favor of amending and restating the Initial Bylaws;

Now therefore, the Association hereby adopts the following Restated and Amended Bylaws (the "**Restated and Amended Bylaws**") and declares that they shall supersede and replace the Initial Bylaws established by the Association.

**ARTICLE I
OFFICES**

1. Name. The name of the corporation is "Half Mile Lake Homeowner's Association, Inc."
2. Principal Office. The principal office of the Association shall be at such address and place as the Board may designate from time to time.
3. Registered Agent. The registered agent for the Association shall be the Secretary as from time to time elected, unless otherwise agreed upon by the Members. For the purpose of service of process, the address of the registered agent shall be deemed an office of the Association.

**ARTICLE II
INTERPRETIVE PROVISIONS**

Definitions of terms and other provisions set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Half Mile Lake Subdivision recorded _____, 2019, in the Register of Deeds Office for Greenville County, South Carolina in Deed Book ____ at Page _____, as amended from time to time (the "**Amended and Restated Declaration**"), are incorporated herein by reference and made a part hereof and shall control in the event of any conflict herewith.

ARTICLE III
MEMBERS

1. Membership. The Members of the Association, hereinafter referred to as "**Members**", shall at all times be limited to the Owners of lots ("**Lot**" or "**Lots**") in Half Mile Lake Subdivision (the "**Subdivision**"). The Association shall have one (1) class of membership. Each Member shall be entitled to one vote for each Lot owned by such Member regardless of size, market value, purchase price or any other basis.

Membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment and shall be transferable only as part of the fee simple title to each Lot.

2. Annual Meetings. The annual meeting of the Members shall be held on the 1st Saturday in May or as otherwise designated by the Board of Directors ("Board") at a time selected by the Board. All meetings shall be held at the Subdivision clubhouse or at such place in Greenville County, South Carolina as shall be stated in a notice thereof by the Board.

3. Special Meetings. Special meetings of the Members may be called at any time by resolution of a majority of the Board of Directors, the request of the President, or at the request of 1/4th of the Members. Any such request shall state the purpose or purposes of the special meeting requested. Business transacted at all special meetings shall be confined to the purposes as stated in the notice.

4. Notice of Meetings. Notice stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed by first class prepaid mail, emailed, or served upon each Member in person at such address as appears on the books of the Association, not fewer than thirty nor more than sixty days before the date of the meeting in the case of the annual meeting and not fewer than five nor more than twenty days before the date of the meeting in the case of a special meeting. Provided, however, any notice requirement otherwise provided in the Amended and Restated Declaration or elsewhere in these Amended and Restated Bylaws shall govern to any meeting to which the more specific notice requirements is applicable.

5. Membership List. At least ten days before the annual meeting, a complete list of the Members entitled to vote at said meeting, arranged numerically by Lot designation with the resident address of each, shall be prepared by the Secretary. Such list shall be available for inspection by any Member at the Association's principal office for the period of time prior to the meeting, shall be kept and produced at the time and place of the annual meeting during the whole time thereof, and shall be subject to the inspection of any Member present at such meeting.

6. Quorum. Fifty-five (55%) percent of all the votes of membership, present in person or represented by proxy, shall be required and shall constitute a quorum at the first meeting of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these Amended and Restated Bylaws. If a quorum shall not be present in person and by proxy at such meeting of the Members, another meeting 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.

When a quorum is present at any meeting, the vote of a Majority of the Members present in person and by proxy shall decide the questions brought before each meeting, unless the question is one upon which by express provision of statute, the Declaration and Articles of Incorporation, or these Amended and Restated Bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business at the meeting or any adjournment thereof notwithstanding the withdrawal of enough Members to leave less than a quorum.

7. Proxies. At any meeting of Members, a Member may vote by proxy executed in writing and subscribed by the Member, filed with the Secretary of the Association, bearing date within six months prior to said meeting. A Member may revoke a valid proxy for any meeting by appearing and voting in person at that meeting of Members, or by filing or having filed a substitute valid proxy or cancellation of proxy with the Secretary prior to the call to order of a meeting of Members.

8. Consent Action. Whenever the vote of Members at a meeting is required or permitted by any provisions of statute, the Declaration and Articles of Incorporation, or these Amended and Restated Bylaws to be taken in connection with any corporate action, the meeting and vote of Members may be dispensed with, if all the Members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such corporate action being taken.

9. Notice, Quorum and Voting Requirements Contained in Article 8 of the Amended and Restated Declaration. Notwithstanding anything otherwise contained in this Article III, any notice, quorum and/or voting requirements contained in Article 8 of the Amended and Restated Declaration shall supersede any conflicting requirements contained in this Article III.

ARTICLE IV BOARD OF DIRECTORS

1. General Powers and Authority. The business and property of the Association shall be managed by the Board of Directors and they shall and may exercise all powers and authority of the Association except as limited by law, the Declaration and Articles of Incorporation, or elsewhere by these By Laws, or as reserved to the Members. They shall have all power and authority to make all necessary rules and regulations for their government and for the regulation of the business of the Association which are not inconsistent with law, the Declaration and Articles of Incorporation, and these Amended and Restated Bylaws and shall have general management and control of the Association. The Board of Directors may delegate from time to time to any committee, office, or agent, such power and authority as may be permitted by law.

2. Number, Tenure, Qualifications. The number of directors on the Board of Directors shall be five (5). At each annual meeting, or at a special meeting for such purpose, the Members shall elect for a three (3) year term the number of Directors required to fill the number of vacancies created by the expiring terms of Directors. Except as otherwise permitted by the Amended and

Restated Declaration with respect to the Declarant, Directors must be Members of the Association. Election to the Board shall be by secret written ballot. At such election the members or their proxies may case, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after the annual meeting of Members. The Board of Directors may provide, by resolution, the date, time and place but only within Greenville County, South Carolina, for the holding of additional regular meetings without other notice than such resolution.

4. Special Meetings. Special meetings of the Board of Directors may be called by the Executive Committee, a majority of the Board of Directors, or the President, and may be held at such time and place within Greenville County, South Carolina, as may be specified in the notice thereof. To the extent permitted by applicable law, special meetings of the Board of Directors, or any committee thereof, may be held by conference telephone communication.

5. Notice of Meetings. Notice of each special meeting of the Board of Directors, stating the time, manner and place of the meeting, shall be given by or at the direction of the Secretary of the Association by emailing or mailing the same to each director at his residence or business address not fewer than three days before such meeting, or by giving the same to him personally or emailing or telephoning the same to him at his residence, email address or business address not later than the day before the day on which the meeting is to be held.

Any and all requirements for call and notice of meetings may be dispensed with if all directors are present at the meeting or if those not present at the meeting shall at any time waive or have waived notice thereof.

6. Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

7. Vacancy and Removal. If the office of one or more directors becomes vacant for whatever reason, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the unexpired term created by the vacancy.

Directors may be removed from office for cause by an affirmative vote of the Majority of the Members. A Director may resign at any time by delivering a written resignation to either the President of the Association or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery.

8. Compensation. Directors, as such, shall not receive any salary or compensation for their

services; provided, however, a director may serve the Association in another capacity and receive compensation therefor. The salaries and compensation for directors for services other than as such shall be fixed by the Members.

9. Salaries of Employees and Agents. Except as provided elsewhere in these Amended and Restated Bylaws, the Board of Directors shall set the salaries of all employees and agents of the Association.

ARTICLE V COMMITTEES

1. Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and to do all things, including actions specified by these Amended and Restated Bylaws to be performed by the Board of Directors, in the same manner and with the same authority and effect as if such acts had been performed by the Board of Directors; but the Board of Directors shall at all times have the power to reverse an action taken by the Executive Committee, provided that the exercise of such power by the Board of Directors shall not in any way abrogate the obligations or duties owing by the Association to third parties who have acted in reliance on the action taken by such committee.

All proceedings and action taken by such committee shall be reported to the Board of Directors at the regular meeting of the Board or special meeting called for such purpose next following such proceedings or action.

2. Architectural Review Board. The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Architectural Review Board to consist of two or more of the Members of the Association, which, to the extent provided in said resolution, may enforce matters contained in the Declaration; but the Board of Directors shall at all times have the power to reverse an action taken by the Architectural Review Board, provided that the exercise of such power by the Board of Directors shall not in any way abrogate the obligations or duties owing by the Association to third parties who have acted in reliance on the action taken by such committee.

3. Nominating Committee. Nomination of election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

4. Other Committees. There shall be such other committees consisting of directors and officers of the Association as the Board of Directors may from time to time appoint.

5. Compensation. Members of committees, as such, shall not receive any salary or compensation for their services; provided, however, that a committee member may serve the Association in another capacity and receive compensation therefor.

6. Annual Statement. The Board of Directors shall present at each annual meeting, and when called for by vote of the Members at any special meeting of the Members, a full and clear statement of the business and condition of the Association. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business and generally accepted accounting principles and copies thereof shall be given to each Member.

ARTICLE VI OFFICERS

1. Designation and Number. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Secretary, and a Treasurer. The Board may also choose additional officers from time to time. Any two of said offices may be held by the same person at the same time, except that the President may not also be the Secretary or Treasurer. The officers shall have such authority, powers and duties as the Board may designate and determine not inconsistent with the law, the Declaration and Articles of Incorporation, or other provisions of these Amended and Restated Bylaws.

2. Election and Tenure. The officers of the Association shall be elected annually at the regular meeting of the Board of Directors held after each annual meeting of Members, or at a special meeting called for that purpose if for any reason officers have not been elected at such first meeting.

None of the officers, except the President and Secretary, need be a member of the Board.

The officers of the Association shall hold office until their successors are duly elected and qualified. Any officer elected or appointed by the Board may be removed from office by the Board for or without cause, at any regular or special meeting called for that purpose; and any vacancy in any office, however caused, may be filled by the Board at any regular or special meeting called for that purpose for the remainder of the unexpired term of such office.

Provided, however, notwithstanding any other provision contained in this Article VI, each Director and officer shall serve a term of two (2) years or, if sooner, until such time as such Director's successor is elected. The eligibility of a Director or officer to be elected for more than one (1) term shall not be abridged.

3. Other Officers and Agents. The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

4. Compensation. Officers, as such, shall not receive any salary or compensation for their services; provided, however, that an officer may serve the Association in another capacity and

receive compensation therefor.

5. The President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and directors. He shall be an ex officio member of all standing Board committees, shall have general and direct management of the business of the Association, and shall be responsible for seeing that all orders and resolutions of the Board are carried into effect.

6. The Secretary. The Secretary shall attend all meetings of the Board and of the Members and record all notes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees. The Secretary shall give, or cause to be given, notice of all meetings of Members, committees and special meetings of the Board and shall have such other authority and power and perform such other duties as the Board of Directors may from time to time direct by resolution. The Secretary shall have custody of the corporate seal and shall affix the same to any instrument requiring it and, when so affixed, it shall be attested by the signature of the Secretary or an Assistant Secretary.

Assistant Secretaries, in order of their seniority, shall, in the absence or disability of the Secretary, exercise the authority and powers and perform the duties of the Secretary and shall perform such other duties as the Board of Directors may from time to time direct by resolution.

7. The Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board, requiring receipt of proper vouchers, and shall render to the President and Board, at the regular meetings of the Board, or whenever they may require it, an account of all the Treasurer's transactions and of the financial condition of the Association.

Upon written request, the Treasurer shall provide a certificate as to the status of payment of assessments with respect to the requesting Members.

Assistant Treasurers, in order of their seniority, shall, in the absence or disability of the Treasurer, exercise the authority and powers and perform the duties of Treasurer and shall perform such other duties as the Board of Directors may from time to time direct by resolution.

ARTICLE VII BOOKS AND RECORDS

1. Accounting and Transfer Records. The Association shall maintain accounting records in accordance with sound business and generally accepted accounting principles and shall maintain accurate and current records of Members, Assessments (whether Regular, Special or Capital Investments), Reserves and Surplus. All such corporate books and records shall be available for

inspection by the Members at all reasonable hours. Such records shall include, in addition to the foregoing and those listed in Article VI, paragraph 7 of these Amended and Restated Bylaws, the following:

An account for each Member designating the name and address of such Member, the amount and due dates of any Assessments, the amounts paid and the balance due.

A record of any Mortgagees or other lien holders who have requested the Association in writing that they be registered and given notice of default in the event of nonpayment of assessments. No responsibility by the Association is assumed with respect to said register except that the Association will endeavor to give any such notice, but failure to do so shall not affect any of the Association's rights with respect to its Assessments and any lien it may have for them.

2. Maintenance of Records. The Treasurer shall be responsible for maintaining the aforesaid accounting and transfer records and for recording all accounts and registrations therein.

ARTICLE VIII ASSESSMENTS

1. General Assessments. The Board of Directors may from time to time fix and determine regular Assessments for Association Expenses and Reserves. The Board will not raise the level of Annual Assessments more than five (5%) percent in any one year without obtaining approval of such increase by a Majority of the Members.

3. Special Assessments and Capital Investment Fees. The Board of Directors shall have authority and the duty to fix and determine such Special Assessments and Capital Investment Fees in accordance with and subject to the limitations contained in the Declaration as may from time to time be necessary or proper.

4. Retroactivity. Any change in Assessments and any Special Assessment or Capital Investment Fee, if determined by the Board of Directors shall be retroactive to the first day of that calendar year. Any amounts paid by Members shall be credited against any retroactively adjusted assessment.

5. Due Date. Annual Assessments shall be assessed and paid annually. Annual assessment notices shall be mailed or emailed, if receipt of such email is confirmed by the Member, on or before _____. All annual assessments shall be due no later than _____ of the year for which they are being assessed. Any payments not received by midnight on _____ shall be past due and may be subject to a late payment fee and interest charges in an amount to be determined by the Board of Directors, not to exceed that allowed by any applicable state or federal laws. Special Assessments shall be due and payable as provided by resolution of the Board of Directors.

6. Default. Upon a default by a Member in payment when due of any Assessments, including Special and Extraordinary, the Board of Directors shall, in accordance with the Declaration and the Association Documents, enforce the rights and remedies of the Association with

respect to such default.

7. Disqualification of Members. Any Member who defaults in payment of any assessment shall be disqualified from voting or holding any office, including director, of the Association so long as such default exists.

ARTICLE IX
MISCELLANEOUS

1. Notices. Unless otherwise provided in the Declaration, the other Association Documents, or elsewhere in these Amended and Restated Bylaws, whenever notice is required or permitted to be given to any Director or Member, it shall not be construed to mean personal service, but may be given in writing by prepaid, first-class mail addressed to such Director or Member at such address as appears on the books of the Association or by email. Such notice shall be deemed given when sent.

Whenever notice is required to be given by law or the Association Documents, a waiver thereof signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

2. Fiscal Year. The calendar year shall be the corporate operating year, beginning on January 1 and ending December 31 of each year. The Board of Directors may change the Association to such other fiscal year basis as the Board determines in the best interest of the Association.

3. Seal. The Association shall have a seal inscribed with the name of the Association, year of organization, and words "Corporate Seal, South Carolina." The Secretary shall maintain the safe possession of the seal.

4. Statutory Powers. The Association shall have all the powers and authority granted to Associations pursuant to the laws of the State of South Carolina, as the same may from time to time be amended, as if the same were stated in full herein, subject to any limitations set forth in the Declaration and Association Documents.

5. Authority of Members. No Member, except as an officer of the Association, shall have any authority or power to act for the Association or to bind it.

6. Amendments. Unless otherwise provided by South Carolina law, these Amended and Restated Bylaws may be terminated or amended only by an instrument signed by Members owning at least seventy-five (75%) percent of the Lots.

7. Captions; Gender; Number. Captions to Articles and paragraphs herein are for convenience only and shall not be deemed to be a part of these Amended and Restated Bylaws or limit anything contained herein.

Whenever used herein any gender shall include the others, the singular shall include the plural and the plural shall include the singular, whenever appropriate.

8. Validity; Severability. If any By-Law or part thereof shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other By-Law or part thereof.

9. Indemnification. To the extent permitted by and subject to the laws of the State of South Carolina, any present or former director, officer or employee of the Association shall be entitled to reimbursement of expenses and other liabilities including attorney's fees actually and reasonably incurred by him and any amount owing or paid by him in discharge of a judgment, fine, penalty or costs against him or paid by him in settlement approved by a court of competent jurisdiction, in any action or proceeding, including any civil, criminal or administrative action, suit, hearing or proceeding, to which he is a party by reason of being or having been a director, officer or employee of this Association.

To the extent permitted by and subject to the laws of the State of South Carolina, the Association is authorized to purchase and maintain insurance on behalf of any director, officer, or employee of the Company, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such together with such costs, fees, penalties, fines and the like with respect thereto, all as set forth hereinabove.

This section is not intended to extend or to limit in any way the right and remedies provided with respect to indemnification of directors, officers, employees, and other persons provided by the laws of the State of South Carolina but is intended to express the desire of the members of this Association that indemnification be granted to such directors, officers, employees and other persons to the fullest extent allowable by such laws.

ATTESTATION

IN WITNESS WHEREOF, the undersigned has signed this document for the purpose of authenticating it as the Amended and Restated Bylaws of Half Mile Lake Homeowners Association, Inc., a South Carolina not for profit corporation, as adopted by its Board of Directors this day of , 2019.

Secretary