

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) AMENDMENT TO RESTRICTIVE
) COVENANTS FOR FARM LAKE, PHASE II

WHEREAS, James R. Smith and Charles W. Lowe, Jr. (the "Developers") developed a certain tract of land known as Farm Lake, Phase II, as shown on a plat recorded in Plat Book 111 at page 398 in the Register of Deeds for Spartanburg County (hereinafter sometimes referred to as the "subdivision"), and,

WHEREAS, the Developers previously established Land Use Restrictions, Protective Covenants and Building Standards for the lots shown on the aforesaid plat, which were duly recorded in Deed Book 57A at page 039, and later amended in Deed Book 57N at page 601, in the Register of Deeds for Spartanburg County (hereinafter collectively referred to as the "Restrictive Covenants"), and,

WHEREAS, pursuant to the Restrictive Covenants, the undersigned owners of a majority of the lots in the foregoing subdivision desire to modify and amend certain provisions of the Restrictive Covenants so as to extend the term of their effectiveness,

NOW, THEREFORE, in consideration of the premises and the mutual benefit derived by the property owners from the Restrictive Covenants, the receipt and sufficiency of which is hereby acknowledged, the Restrictive Covenants are modified and amended as follows:

- 1) Paragraph 32 of the Restrictive Covenants is hereby modified and amended to read as follows: "The restrictions, covenants and standards contained herein are to run with the land and shall be binding on all parties and all persons owning a lot or an interest in a lot in the Farm Lake, Phase II, subdivision until January 1, 2029, at which time said restrictions, covenants and standards shall be automatically renewed for successive terms of ten (10) years each, unless and until the owners of a majority of the lots in the subdivision shall agree in writing at least thirty (30) days before January 1, 2029 or the end of any later renewal term, to terminate or otherwise modify or amend said restrictions, covenants and standards. Nothing contained herein shall limit in any manner the property owners' right by consent of the owners of a majority of the lots in the subdivision to further modify or amend the restrictions, covenants and standards at any time during the initial term or any renewal term hereof."
- 2) The Restrictive Covenants shall in all other respects remain in full force and effect and are hereby incorporated by this reference, except as modified hereinabove.

IN WITNESS WHEREOF, the undersigned owners of a majority of the lots in the foregoing subdivision have hereunto set their hands and seals to be effective as of the 1st day of December, 2008.

