

STATE OF SOUTH CAROLINA	)	<b>THIRD AMENDMENT TO DECLARATION</b>
	)	<b>OF PROTECTIVE COVENANTS, CONDITIONS,</b>
	)	<b>RESTRICTIONS AND EASEMENTS OF</b>
COUNTY OF SPARTANBURG	)	<b>HANGING ROCK SUBDIVISION</b>

This **THIRD AMENDMENT** to Declaration of Protective Covenants, Conditions, Restrictions and Easements of Hanging Rock Subdivision is made this 7th day of January, 2005, by and between Hanging Rock Homeowner's Association, Inc., a South Carolina non-profit corporation (the "Association") and Lazarus-Shouse Communities, LLC, a South Carolina limited liability company (the "Developer").

**WITNESSETH:**

**WHEREAS**, the properties constituting Hanging Rock subdivision are subject to those certain covenants and restrictions dated and recorded by SNV, LLC on July 17, 2002 in Deed Book 76-C at Page 589 in the Register of Deeds Office for Spartanburg County (the "Covenants");

**WHEREAS**, on August 20, 2002, SNC, LLC assigned all its rights and interests as "Developer" in the Covenants to Newman & Sims Development, Inc., said assignment being recorded in Deed Book 76-J at Page 88 in the Register of Deeds Office for Spartanburg County;

**WHEREAS**, Newman & Sims Development, Inc., on September 5, 2002, amended the Covenants, said amendment being recorded in Deed Book 76-L at Page 229 in the Register of Deeds Office for Spartanburg County;

**WHEREAS**, Newman & Sims Development, Inc., on September 19, 2003, assigned all its rights and interests as "Developer" under the Covenants to Developer, said assignment being recorded in Deed Book 78-T at Page 39 in the Register of Deeds Office for Spartanburg County;

**WHEREAS**, Developer and the Association desire to amend portions of the Covenants pertaining to fencing and fence height; and

**WHEREAS**, Developer and the Association desire to amend portions of the Covenants pertaining to enforcement of Covenants and remedies for breach of Covenants.

**NOW, THEREFORE**, the Developer and the Association do hereby amend the Covenants as follows:

1. Paragraph 14, entitled "**FENCING**," is stricken in its entirety and replaced by:

"14. **FENCING**. Fencing shall not be erected until the design height, materials and location have been approved in writing by the Architectural Review Board. **No wire or chain**

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 Stephen Ford, Register



**link shall be allowed.** Approved wooden, composite or vinyl fencing shall be permitted on any lot, provided that all portions of the fence reach six feet (6') in height as installed. Such fencing, upon approval, may be constructed at any location to the rear and side of the residence erected on the lot. No fencing shall be installed beyond the front corner of the residence erected on the lot. A property owner shall have the right to connect to existing fencing on an adjoining lot whether or not the existing fencing is located on or near the property line of said adjoining lot. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the subdivisions plat referred to above. The lot owner shall be fully liable for any and all damage to utility lines resulting from the erection of a fence or other improvements, even if approval of the fence or other improvements has been properly obtained."

2. Paragraph 42(D) shall remain unchanged, with the following sentences added to the end of the paragraph:

"The Association shall have the further right to assess a daily penalty of \$25.00 against any property owner actively and knowingly violating the terms and conditions of the Covenants. The property owner will be notified in writing from the Association of the particular violation of the Covenants. The property owner will have ten (10) days from the date of such written notice to rectify the violation. Should the property owner not comply with the terms and conditions of the Covenants within the aforementioned ten-day period, the daily \$25.00 penalty shall attach to the property on the eleventh day and continuing. This penalty will accrue at a rate of \$25.00 per day until such time the property owner demonstrates full compliance with the terms and conditions of the Covenants. All monetary penalties assessed, if not satisfied, shall constitute a lien on the property in question. Any such monetary penalty shall be paid directly to the Association.

The assessment of a monetary penalty shall be an additional remedy, and the Association shall retain the use of any and all other enforcement rights noted in the Covenants. The utilization of any one particular enforcement remedy shall not constitute a waiver of any other available remedies."

The remainder of Paragraph 42(D) shall remain unchanged.

3. All other portions of the Covenants not specifically amended herein shall remain in full force and effect.

*(signature page attached)*

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 7th day of January, 2005.

WITNESSES:

Georgia A. Hughes  
AK

DEVELOPER:

LAZARUS-SHOUSE COMMUNITIES, LLC.

BY: J. Coleman Shouse  
J. Coleman Shouse

ITS: Manager

WITNESSES:

Georgia A. Hughes  
AK

ASSOCIATION:

HANGING ROCK HOMEOWNER'S ASSOCIATION, INC.

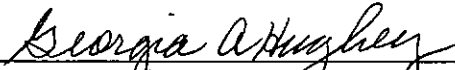
BY: J. Coleman Shouse

ITS: President

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

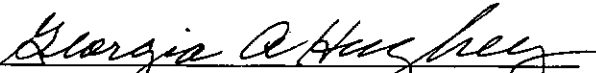
The foregoing instrument was acknowledged before me this 7th day of January, 2005 by the within named J. Coleman Shouse as Manager of Lazarus-Shouse Communities, LLC as the act and deed of the company.

  
Notary Public for South Carolina  
My Commission Expires: 1/30/13

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 7th day of January, 2005 by the within named J. Coleman Shouse as President of Hanging Rock Homeowner's Association, Inc. as the act and deed of the company.

  
Notary Public for South Carolina  
My Commission Expires: 1/30/13

*[Faint, illegible text or stamp]*