

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON) FIRST AMENDMENT TO EASEMENTS AND
PROTECTIVE COVENANTS FOR HORSESHOE
BEND SUBDIVISION

WHEREAS, by instrument of record in the office of the Clerk of Court for Anderson County, South Carolina in Book 1913 at page 220, Fredda B. Culbreth and Joseph B. Glenn (hereinafter referred to as Developer) imposed certain Easements and Protective Covenants on the lots composing Horseshoe Bend Subdivision as shown on a plat of record in the aforesaid Clerk's office in Slide 498 at page 9; and,

WHEREAS, by paragraph 36 of said Amendments the Developer specifically reserves the right to amend said Easements and Protective Covenants; and,

WHEREAS, it is the desire of the Developer to amend said Easements and Protective Covenants in certain respects.

NOW, THEREFORE, the Easements and Protective Covenants of record in the office of the Clerk of Court for Anderson County, South Carolina in Book 1913 at page 220 are hereby amended in the following particulars:

A. Paragraph 5 is hereby amended to read as follow:

5. Succession to Architectural Control Committee: After the sale of fifty (50%) percent of the lots within the subdivision, the Architectural Control Committee as constituted above, shall, upon written request by a majority of the then lot owners, resign and said lot owners shall have the right to designate a new Architectural Control Committee composed of such lot owners as a majority of the then lot owners may designate, and thereafter the Architectural Control Committee, as so designated, shall succeed to

all the rights, duties and powers set out herein. The members of the Architectural Control Committee shall be appointed for a term of five (5) years and may be re-appointed for additional terms with no limit as to the number of additional terms for which they can be re-appointed. In all matters, a majority vote shall govern. In the event that the committee fails to approve and disapprove plans within thirty (30) days after they have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvements has been commenced before such erection or alteration is substantially completed, approval of the architectural committee shall be conclusively presumed and this covenant shall be deemed to have been fully complied with. The term "building or improvements" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area. In the event of a vacancy on the architectural committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently, as may be necessary, by the remaining members of the architectural committee. In the event of the death of both of the Developers prior to designation of a new Architectural Control Committee as set out above, then and in that event, a new Architectural Control Committee will be appointed from the then owners of the lots in Horseshoe Bend Subdivision by a majority vote of the lot owners of said subdivision at such time. Said Architectural Control Committee as constituted shall serve according to the remaining provisions of this paragraph.

B. Paragraph 24 is hereby amended to read as follows:

24. Change of Lot Size: The Developer hereby expressly reserves to himself, his Successors and Assigns, the right to re-plat any two or more residential lots to be shown on the above recited plat of the subdivision for the purpose of creating a building site or lot different in size from any one of the lots as initially shown on said plat. No lot in Horseshoe Bend Subdivision shall be re-subdivided by any owner without the prior written consent of the Developer.

C. Paragraph 36 is hereby amended to read as follows:

36. These Covenants may be amended by a two thirds (2/3) vote of the lot owners of Horseshoe Bend Subdivision, each lot owner having one vote per lot owned. Provided however, Developer reserves unto themselves the right, in their sole discretion, as deemed necessary for the best interest of Horseshoe Bend Subdivision, to amend or revoke, in whole or in part, any of the easements or covenants contained herein; provided however, in the event that either of the Developers Fredda B. Culbreth or Joseph B. Glenn should no longer own a lot in Horseshoe Bend Subdivision, then the rights granted unto Developers to amend or revoke shall pass to the Architectural Committee as then constituted.

D. All other provisions as contained in said Easements and Protective Covenants are hereby affirmed in their entirety.

1997
1994. WITNESS our Hands and Seals this 30th May day of October, 1997.

In the Presence of:
[Signature]
Lauri C. Malone

[Signature]
Fredda B. Culbreth
[Signature]
Joseph B. Glenn

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Fredda B. Culbreth and Joseph B. Glenn, sign, seal and as their Act and Deed, deliver the within written Deed, and that (s)he with the other witness subscribed above witnessed the execution thereof.

[Signature] 30th May
SWORN to before me this day of October, A. D., 1997. 1997
[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 1/1/05

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Montez Burton, Director
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