

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT  
TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT  
(S.C. CODE ANN. § 15-48-10 ET SEQ., AS AMENDED)**

***NOTICE TO CLOSING ATTORNEYS: THE DECLARATION TO WHICH THIS FIRST AMENDMENT  
RELATES IMPOSES ASSESSMENTS CONSTITUTING A LIEN ON EACH LOT IN THE SUBDIVISION.  
PLEASE CONTACT THE ASSOCIATION TO DETERMINE THE STATUS OF A PARTICULAR LOT WITH  
REGARD TO PAYMENT OF ASSESSMENTS. THE ASSOCIATION'S CONTACT INFORMATION MAY BE  
FOUND ON THE SECRETARY OF STATE'S WEBSITE.***

STATE OF SOUTH CAROLINA ) AMENDMENT TO THE  
) DECLARATION OF COVENANTS,  
) CONDITIONS, RESTRICTIONS, EASEMENTS,  
) CHARGES AND LIENS FOR BARR LAKE  
) **RECORDED ON SEPTEMBER 17, 2013, IN**  
COUNTY OF LEXINGTON ) **BOOK 16549 AT PAGE 241**

THIS Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements,  
Charges and Liens for Barr Lake I (this "Amendment") is made this 9<sup>th</sup> day of  
January, 20 14, by Barr Lake Associates, LLC, a limited liability company  
organized and existing under the laws of the State of South Carolina (the "Developer").

WITNESSETH:

WHEREAS, the Developer, by that certain Declaration of Covenants, Conditions,  
Restrictions, Easements, Charges and Liens for Barr Lake dated September 12, 2013, and  
recorded on September 17, 2013 in the Lexington County (Register of Deeds or RMC) in Book  
16549 at Page 241 (the "Declaration"), made certain property in Lexington County, South  
Carolina subject to the Declaration; and

WHEREAS, Section 6 of Article XII of the Declaration provides, in relevant part, that  
Developer may amend the Declaration without the consent of the Owners, their mortgagees, or  
the Association; and

WHEREAS, Developer wishes to amend the Declaration as herein provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer  
does hereby declare as follows:

I. Amendments. The Declaration is hereby amended by adding the following Section 2.35  
to Article II to read as follows:

Section 2.35 NATURAL GAS CENTRAL HEATING AND WATER HEATING. Each  
 Dwelling constructed on a Lot having natural gas service to the Lot shall have installed in it  
 natural gas central heating and natural gas water heating as the minimum natural gas package  
 (hereinafter "MNGAP"). Each Dwelling constructed on a Lot having natural gas service, but  
 failing to have a MNGAP in it at the time the gas meter is set or the initial Owner's occupancy,  
 whichever occurs first, shall pay to SCE&G the sum of \$350.00 per Lot. Payment shall be made  
 at the time the meter is set or the initial Owner's occupancy, whichever is first. In the event the

Owner fails to pay the amount when due, Owner shall pay to SCE&G interest on the \$350.00 at the rate of ten percent per annum until paid plus attorney's fees and all other cost of collection. These amounts shall be a lien upon the Dwelling; and the personal obligation of the Owner; and an Assessment against the Owner. Failure to pay this Assessment, when due, shall be a breach of the Declaration and shall entitle the Declarant or the Association, When Empowered, to pursue all Remedies set out in the Declaration or at law or in equity, including, but not limited to, the collection of Assessments.

II. Defined Terms. All capitalized terms not defined herein shall have the meaning set forth in the Declaration.

III SEVERABILITY. In the event that any one or more of the provisions of this Amendment to the Declaration, including, without limitation, any of the foregoing conditions, covenants, restrictions, or reservations, shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any of the provisions of the Declaration or this Amendment not so declared to be void but all remaining provisions of the Declaration and this Amendment not so expressly held to be void shall continue unimpaired and in full force and effect.

III. Effect of Amendment; Effective Date. Except as herein provided, the Declaration is and shall remain in full force and effect. This Amendment shall be effective as of the date it is recorded in the office of the Lexington County Register of Deeds or RMC.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its proper officers and its corporate seal to be affixed thereto to be effective as of the Effective Date.

SIGNED SEALED AND DELIVERED  
in the presence of:

[Signature]  
[Signature]

SIGNED SEALED AND DELIVERED  
in the presence of:

[Signature]  
[Signature]

DEVELOPER:

BARR LAKE ASSOCIATES, LLC

By: [Signature] (L.S.)  
Name: John T. Stephenson  
Title: Authorized Member

ASSOCIATION:

BARR LAKE HOMEOWNERS ASSOCIATION,  
INC.

By: [Signature] (L.S.)  
Name: John T. Stephenson  
Title: Representative of the Board

STATE OF SOUTH CAROLINA )  
COUNTY OF Richland )

ACKNOWLEDGMENT

I, Jennifer Barber, Notary Public for the State of South Carolina, do hereby certify that the above-signed John T. Stephenson, authorized signatory for Barr Lake Associates, LLC and Representative of the Board of Directors of Barr Lake Homeowners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this  
9th day of January, 2014

[Signature]  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires October 17, 2016