



Timothy J. Conway

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

SECOND AMENDMENT TO THE
 DECLARATION OF COVENANTS,
 CONDITIONS, AND RESTRICTIONS
 APPLICABLE TO THE OAKS AT
 ROPER MOUNTAIN SUBDIVISION

WHEREAS, The Oaks at Roper Mountain, LLC, a South Carolina Limited Liability Company, hereinafter referred to as "Declarant", previously developed certain real property identified as The Oaks at Roper Mountain ("The Oaks"), as shown on a subdivision plat recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1060 at Page 33; and

WHEREAS, Declarant applied certain Covenants, Conditions, and Restrictions ("Covenants") Applicable to The Oaks as were recorded in the Office of the Register of Deeds for Greenville County in Deed Book 2311 at Pages 2296-2318 on February 7, 2008; and

WHEREAS, Declarant amended said Covenants as were recorded as First Amendment to the Declaration of Covenants, Conditions, and Restrictions Applicable to The Oaks at Roper Mountain Subdivision in the Office of the Register of Deeds for Greenville County in Deed Book 2454 at Pages 2974 through 2975; adding property identified as The Oaks at Roper Mountain, Phase 2, as shown on a subdivision plat recorded in the Office of the Register of Deeds in Plat Book 1192 at Page 69-70; and

WHEREAS, it has been more than five (5) years since the recording of the Covenants, Conditions, and Restrictions and said Covenants provide, in Article IX, Section 3, for the amendment of the Covenants with the consent and signature of at least seventy-five percent (75%) of the then outstanding votes in the Association; and

WHEREAS, the following Amendment has been presented to all members of the Association, and at least seventy-five percent (75%) of the current members of the Association have affixed their signatures to this Amendment to become effective and legally binding upon all members of the Association immediately.

NOW THEREFORE, Article II, Section 2. Leases of Lots. is amended to read as follows:

Section 2. Leases of Lots. Any permitted lease agreement between the Owner and a lessee for the lease of such Owner's lot shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. All leases shall be in writing for a term of not less than twelve (12) months and not more than twelve (12) months and shall not provide for the lease of less than the entire Lot and all improvements located thereon. All rental occupancy must be by the lessee and their immediate family only.

No more than five percent (5%) of the Lots of the Subdivision may be leased at any given time to a Third Party. Any Owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until the lease terminates or said Lot is sold or conveyed to a Third Party. Any Lot Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no more than five percent (5%) (three homes) of the Lots of the subdivision may be leased at any given time to a Third Party. For the purposes of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration. All lease agreements must be submitted to the HOA prior to execution by the Owner. Owners shall also submit a "tenant registration form" to the HOA for each existing tenant/lease, no less than thirty (30) days prior to executing or extending a lease, in a form prepared for the HOA by the Board of Directors. The HOA may charge a reasonable review and processing fee concerning the above. Additionally, any Owner wishing to lease his Lot after the adoption and recording of this amendment to the Declaration, Covenants, and Restrictions must submit to the HOA a security deposit of \$1500. The Security Deposit shall be debited should any tenant of the Owner or the Owner fail to abide by the provisions of this Declaration. Additionally, if an Owner fails to provide the "tenant registration form" to the HOA as outlined above, the HOA may impose monetary penalties as determined by the Board, in addition to other remedies available under the Declaration or the HOA Bylaws.

The HOA may also suspend an Owner's ability to lease his Lot for a period of twelve (12) months. This rental restriction provision takes precedence over any inconsistent language in the Articles or Bylaws or Rules of the HOA. No Owner may lease a Lot for fewer than or greater than twelve (12) months. Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to lease will be granted at the sole discretion of the Board of Directors.

WHEREFORE, _____ of the current lot owners, constituting a majority of the members in The Oaks at Roper Mountain Homeowners' Association, Inc., having duly affixed their signatures hereto, the Covenants are amended as provided herein. (Exhibit A attached)

Witness our hands and seals this 11th day of MAY, 2017.

The Oaks at Roper Mountain Homeowners' Association, Inc

John R. Hoffmann
Print Name: JOHN R. HOFFMANN
Its MEMBER

Mimi Abels
1st Witness
Amanda Tunn
2nd Witness

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that John R. Hoffmann, President of the Association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 11 day of MAY, 2017.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 4-15-2023