

FILED
GREENVILLE, S.C.

MAY 10 4 57 PM '91

AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
ADAMS RUN SUBDIVISION

RONIE S. TANNERS, JR.
R.M.C.

WHEREAS, LPC of S.C., Inc., (hereinafter referred to as "Developer"), is the Owner of certain subdivision real properties located in the County of Greenville, South Carolina as shown and delineated on plats designated as Adams Run Subdivision as more particularly described as follows:

Plat designated as Adams Run, Section I and prepared by The Piedmont Group, dated November 3, 1988, Recorded December 20, 1988 in Plat Vol. 16-E at page 52, revised and rerecorded July 13, 1989 in Plat Book 17-E at page 27 in the RMC Office for Greenville County; Plat designated as Adams Run, Section II and prepared by The Piedmont Group, dated May 29, 1990, Recorded May 31, 1990 in Plat Book 17-Y at page 97 in the RMC Office for Greenville County (hereinafter referred to collectively as "Plats"); and

WHEREAS, Developer by Declaration of Covenants, Conditions, Restrictions and Easements of Adams Run dated and recorded December 22, 1988 in Book 1347 at page 886, amended and rerecorded March 31, 1989 in Book 1357 at page 746 and amended June 4, 1990, recorded June 11, 1990 in Book 1401 at page 701 in the RMC Office for Greenville, County, South Carolina, (said Declaration as amended hereinafter referred to collectively as "Declaration") impose certain residential subdivision covenants, conditions, restrictions and easements as provided for therein (hereinafter said Declaration referred to as "Declaration"); and

WHEREAS, Developer reserved the right unto itself so long as Developer owned realty within the said Subdivision, to amend the Declaration as stated in Article VI, Section 2.

NOW, THEREFORE, pursuant to its power to amend in Article VI, Section 2 of the Declaration, Developer does hereby amend the Declaration as follows:

Reference ARTICLE I, Definitions. The following section shall be added:

Section 12. "Recreational Facilities" shall mean and refer to any clubhouse, swimming pool, tennis courts, playgrounds and any other facilities designed for active recreational use, along with the parking areas serving such facilities, which are now or may hereafter be located on the Common Area and any additions thereto. The recitals contained herein are for illustration only, and nothing contained in this Section or in the Declaration shall obligate Declarant or the Association to construct specific recreational facilities.

Reference ARTICLE IX, Homeowners Association and Maintenance Charges. The following section shall be added:

Section 1.5. Property Rights. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any Recreational Facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities;

(b) the right of the Association to suspend the voting rights of an Owner and the right to use the Recreational Facilities by an Owner for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;

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(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; or, subject to such conditions as may be agreed to by the Members to dedicate or transfer all or any part of the Common Area to any other Persons;

(d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon; and

(f) the right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the Properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas; and

(g) the right of the Association to discontinue any or all of the services or facilities of the Association.

Reference ARTICLE IX, Section 2. Maintenance Charges. The following subsections (g) and (h) shall be added as follows:

(g) the maintenance of Recreational Facilities.

(h) to provide for adequate reserves for the replacement of capital improvements as well as periodic maintenance and repair to the Common Area and Recreational Facilities and those other portions of the property which the Association may be obligated to maintain.

Reference Article IX, Section 2. The following section shall be added:

Section 2.5A. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 2.5B. Notice and Quorum For Any Action Authorized Therein. Written notice of any meeting called for the propose of taking any action authorized herein shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Reference ARTICLE IX. The following section shall be added:

Section 10. Date and Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to a lot on the happening of any of the following events, whichever occur earlier: (a) first day of the third month following the issuance of a certificate of occupancy for the residence constructed on that Lot; (b) the first day of the month that the residence constructed on that Lot is occupied; or (c) the first day of the month after a builder sells the residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At

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RECORDS

least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Reference ARTICLE IX. The following shall be added:

Section 11. Total or Partial Destruction of Improvements. In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the costs of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, the Owners of 75% of the Lots elect to rebuild.

Except as herein specifically modified, the provisions of the Declaration shall remain intact and in force.

IN WITNESS WHEREOF, the undersigned LPC of S.C., Inc., by and through its authorized representatives have caused these presents to be executed on the 10th day of May, 1991.

LPC OF S.C., INC.

Stephie G. Vargas
Witness

By: Matthew J. W. Hiers
Its: Vice President

Rhonda C. Kent
Witness

Attest: Robert T. Lawrence
Its: Assistant Secretary

[Corporate Seal]

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named corporation, by its duly authorized Vice President and Assistant Secretary, sign, seal and deliver the within written Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Adams Run, and that (s)he with the other witness, witnessed the execution thereof.

Sworn to before me this
10th day of May, 1991.

Stephie G. Vargas

Rhonda C. Kent
Notary Public for S.C.
My Commission Expires: 5/7/95

229.15

RECORDED MAY 10 1991 @ 4:57 P.M.