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GREENVILLE S.C.
DEC 22 1 29 PM '88
DUNNIE S. W. KERSLEY
R.M.C.

BOOK 1347 PAGE 886

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
ADAMS RUN

THIS DECLARATION made on this 22nd day of December, 1988, by
LPC of S.C., INC., a South Carolina corporation and its
successors and assigns, hereinafter sometimes called "Developer",
with respect to certain real property owned by Developer, being
known and referred to as Adams Run and more particularly
described hereinafter.

W I T N E S S E T H :

WHEREAS, Developer is the fee simple owner of the real
property described on Exhibit A attached hereto and made a part
hereof, hereinafter referred to as the "Property".

WHEREAS, Developer desires to provide for the preservation
of the values and amenities of the Property and to assure the
best use and most appropriate development and improvement of the
Property;

WHEREAS, to this end, Developer desires to subject the
Property to the covenants, conditions, restrictions and easements
hereinafter set forth (sometimes referred to herein collectively
as "Covenants and Restrictions"), each and all of which is and
are for the benefit of the Property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable for the efficient
preservation of the values and amenities in Adams Run to create
covenants and restrictions for the overall benefit of the entire
development;

NOW THEREFORE, the undersigned does hereby establish, publish and declare that the Covenants and Restrictions hereinafter set forth shall apply to all of the real property described in Exhibit A, except as hereinafter set forth, becoming effective upon recording and running with the land, to be binding upon and inuring to the benefit of all persons claiming under the undersigned.

ARTICLE I

Definitions

Section 1. "Association" means Adams Run Homeowners Association, Inc., a South Carolina non-profit corporation, and its successors and assigns.

Section 2. "Common Area" means all real property (including any improvements thereon) which from time to time be designated by Developer for the common use and enjoyment of the Owners or conveyed to the Association in fee simple; together with all rights-of-way, easements appurtenant, improvements and hereditaments described in this Declaration, all of which shall be and are covenants running with the land at law.

Section 3. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 4. "Developer" means LPC of S.C., INC., a South Carolina corporation, or any successor-in-interest to the said LPC of S.C., INC.

Section 5. "Lot" means any numbered plot of land comprising a single dwelling site designated on any plat of survey recorded in the Office of the Register of Mesne Conveyance of Greenville, South Carolina, now or hereafter made subject to this Declaration.

Section 6. "Mortgage" means chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 7. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, specifically including, but not by way of limitation, contract sellers, and excluding, however, those persons who shall have such interest merely as security for the performance of any obligation.

Section 8. "Persons" means an individual, corporation, partnership, trust or any other legal entity.

Section 9. "Plat" means that certain plat entitled Adams Run Subdivision, dated November 3, 1988, and recorded on December 20, 1988, in Register of Mesne Conveyance of Greenville County, South Carolina in Plat Book 16-E, Page 52, as well as all future recorded plats, if any, describing those certain parcels of land annexed, or described thereon, and made subject to this Declaration by Amendment thereto.

Section 10. "Adams Run" means that certain residential community known as Adams Run which is being developed on real property now owned by Developer in Greenville County, South

Carolina, together with such additions hereto as may from time to time be designated by Developer and made subject to the Declaration.

Section 11. "Structure" means:

(a) Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot.

ARTICLE II

Architectural Control Committee

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in Adams Run have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Developer. At such time as all of the Lots in Adams Run have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Developer shall notify all the Owners of Lots in Adams Run to that effect, and, thereupon, the

Developer's rights and obligations as the Architectural Control Committee shall forthwith terminate; and, thereafter, the record Owners of a majority of the Lots in Adams Run shall have the right, power, authority, and obligation through a duly recorded written instrument, to establish a successor Architectural Control Committee and prescribe rules and regulations pursuant to which such Committee shall act. Notice to the record owners by Developer under this provision shall be in writing and shall be deemed given if delivered at the Lot of each of the record owners. Developer may terminate its rights and obligations as the Architectural Control Committee at an earlier date than when Adams Run has been fully developed with permanent improvements constructed thereon upon notice to the record owners.

Section 2. Review and Approval of Plans. No Structures shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Adams Run development and (ii) as to the location of Structures in relation to surrounding Structures and topography and finished ground elevation. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing approval

by the Architectural Control Committee will not be required.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including, without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;

(e) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) plans for landscaping and grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed

a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be renewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such, plans and specifications, as approved, and any conditions attached to any such approval.

Neither Developer, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither Developer, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that

he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage.

Any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 3. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, excluding basements, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee.

Section 4. Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If, in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall, within its discretion, (a) execute a written waiver or variance

with respect to the violation, or (b) provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Architectural Control Committee or Developer shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

ARTICLE III

General Covenants and Restrictions

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, provided, however, that nothing herein shall prevent Developer or any builder of homes in Adams Run from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Adams Run.

Section 2. Setbacks and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines approved for each lot in writing by the Architectural Control Committee before commencement of lot clearing preparatory to construction. In no event shall any dwelling be erected and located upon any such Lot

in a manner which violates the requirements and provisions of any applicable Zoning Ordinances and Subdivision Regulations.

Section 3. Walls and Fences. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee under the architectural controls appearing above in Article II, Section 2. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. In no event shall chainlink fences be permitted.

Section 4. Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined.

Section 5. Terraces, Eaves and Detached Garages. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a Structure, shall not be considered as a part of the Structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the

Architectural Control Committee; provided, all such detached Structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner and such outbuildings are in compliance with any applicable Zoning Ordinances.

Section 6. Building Requirements. The ground floor living areas of the main structure, exclusive of open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1700 heated square feet for each one or more story dwelling except dwellings with a two car garage shall not be less than 1650 heated square feet.

Section 7. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at street intersections.

Section 8. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 9. Use of Outbuildings and Similar Structures. No Structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Developer and those

engaged in construction from using sheds or other temporary structures during construction.

Section 10. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

Section 11. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. All applicable local laws or regulations, including leash laws, are applicable.

Section 12. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Adams Run.

Section 13. Signs. No advertising signs or billboard shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to anyone who becomes the owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any

proceeding in lieu thereof so long as such signs are approved by the Architectural Control Committee.

Section 14. Aesthetics, Nature Growth, Screening.

Underground Utility Service. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried.

Section 15. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same do not obstruct the view by motorists or pedestrians of street traffic. If in the opinion of the Architectural Control Committee, any Owner shall fail to perform the duties imposed by this Article, the Architectural Control Committee shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps

to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, the Architectural Control Committee shall have, in addition to all other rights, the Right of Abatement as provided in Article VII hereof.

Section 16. Antennae. No radio or television transmission or reception towers or antennae shall be erected on the Property without the prior written approval of the Architectural Control Committee. In no event shall free standing transmission or receiving towers, satellite dishes or disks be permitted.

Section 17. Trailers, Trucks, School Buses, Boats.
Boat Trailers. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

Section 18. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other material is found on any Lot, the same will be removed

by the Lot owner of such Lot, at the Lot owner's expense, upon written request of the Architectural Control Committee.

Section 19. Changing Elevations. No Lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 20. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

Section 21. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

Section 22. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 23. Model Homes. Developer, as well as any builder of homes in Adams Run shall have the right to construct and maintain model homes on any of the Lots.

Section 24. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality.

Section 25. Off-drive parking. Provisions must be made by each Owner of a Lot for the parking of at least two cars

belonging to occupants and guests. The parking of such cars on streets for long periods of time during the day and night, except for social gatherings and functions, shall not be permitted.

Section 26. Exterior Lighting. Exterior lights mounted on telephone poles or other structures shall be approved in writing in advance by the Architectural Control Committee.

Section 27. Swimming pools and tennis courts. Swimming pools must be inground and both swimming pools and tennis courts must be located to the rear of any main residence indicated on any Lot, unless a different location is authorized in writing by the Architectural Control Committee. All swimming pools and tennis court installation must conform to the same setback lines and building requirements as all other buildings and structures on any Lot.

Section 28. Rules and Regulations. The Adams Run Homeowners Association, Inc., is hereby authorized and empowered to promulgate and enact reasonable uniform rules and regulations to implement, supplement and amplify any of the terms and conditions of these Covenants and Restrictions.

ARTICLE IV

Easements

Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. In addition thereto the following perpetual easements are hereby reserved by Developer, its successors and assigns over five (5) feet on each side line of each Lot and over the rear five (5) feet of each Lot subjected to this Declaration: (i) the

erection, installation, construction, and maintenance of wires, lines, conduits, and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar features; and (ii) the erection, installation, construction and maintenance of storm water drains, land drains, public and private sewers, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE V

Annexation

Without further assent or permit from any Owner or holder of a Mortgage on any Lot, Developer, at its sole discretion, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of Adams Run by filing for record a supplemental declaration in respect to the property to be then subjected to this Declaration.

ARTICLE VI

Duration and Amendment

Section 1. Duration. The Covenants and Restrictions of this Declaration exclusive of all easements reserved by/or on behalf of the Developer or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, (including any land annexed hereto pursuant to Article V,) their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date this Declaration is filed for record in the Office of the Register of Mesne Conveyances of Greenville County, South Carolina, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Amendment. So long as Developer owns a lot subject to this Declaration or additional realty of Developer, as set forth in Article V of this Declaration, Developer may, in its sole discretion amend this Declaration as long as such amendment is not in derogation of the interest of any Mortgagee of a Lot. Any such amendment shall be rights and interests appurtenant to the realty owned by Developer referred to hereinabove and shall run with the land at law.

In addition to the foregoing, this Declaration may be amended by a vote of 75% of the Owners; provided that (1) any

such amendment shall not be effective until recorded in the Office of the Register of Mesne Conveyance of Greenville County, South Carolina, (2) any such amendment shall not adversely affect any rights or interests of Developer under this Declaration, as the same may be amended by Developer as provided herein, unless agreed to in writing by Developer, (3) any such amendment shall not have priority over any amendment made by Developer, and (4) any such amendment shall not alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment.

Every purchaser or grantee of any interest in any real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Any Amendment or termination shall be properly recorded.

ARTICLE VII

Enforcement

Each Lot Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. Failure by the Developer, the

Architectural Control Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Developer and the Architectural Control Committee shall have the Right to Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. The Right of Abatement, as used in this Article means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Article, and with the cost thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at eight percent (8%) per annum, to be a binding personal obligation of such Owner enforceable at law, as well as a lien on such Owner's lot. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decrees or by any agreement, contract, mortgage, deed to secure debt, or other instrument,

excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

ARTICLE VIII

Loan Requirements

If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any lot in said subdivision unacceptable for any such loan, the Developer shall have the authority to alter, amend or annul any such covenants as may be necessary to make any of the Adams Run property herein acceptable, and eligible for such loan.

ARTICLE IX

Homeowners Association and Maintenance Charges

The Developer has or shall incorporate under the laws of the State of South Carolina a non-profit corporation known as "Adams Run Homeowners Associations, Inc." for the purpose of administration of some of the functions of these covenants, and of collecting and disbursing the maintenance charges hereinafter provided, to-wit:

Section 1. Membership. Subject to the provisions of its By-Laws to the contrary, every person or entity who is a record

owner of a fee or an undivided fee interest in any lot in Adams Run Subdivision shall be a member of the Adams Run Homeowners Association, Inc., subject to such voting rights as are provided in the Articles of Incorporation and By-Laws thereof; provided, however, that any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

Section 2. Maintenance Charges. All Lots shown on the recorded Plat shall be subject to an annual assessment at the rate to be determined by the Association not exceeding \$120.00 per annum, unless changed by a two thirds vote of all Member of the Association. Said assessment shall be due and payable on the first day of each year and may be adjusted, either by decreasing the same or increasing the same by a majority vote of the Members of the Association, provided, that no increase in excess of the \$120.00 per annum limit shall be made unless same shall be approved by a two thirds vote of all Members of the Association. Provided, however, that no Lot while the same is owned by the Developer who intends to sell to any contractor or other person or any contractor who is or intends to use the same for the purposes of construction of a residence to be resold to third parties shall be subject to assessments herein provided, except to the extent that such Person or Developer elects to pay such assessment or a portion thereof. In the event such a Person or Developer so elects to make said payments or portion thereof, such Person or Developer may thereafter elect to discontinue said payments. All sums are payable to the Association and shall be

administered by the officers, members and directors of said association and may be used for the functions hereinafter set out, it being expressly stipulated that the Association is empowered to perform any and all of said functions, but that it shall be under no duty to perform, or to continue to perform, any of said functions, to wit:

(a) Payment of the necessary charges and expenses of the operation of the Association.

(b) Maintenance of all irrigation systems, landscaping and signs located on the Common Area.

(c) Caring for vacant and untended land, if any, within Adams Run Subdivision, removing grass and weeds therefrom and doing all other things necessary or desirable, in the opinion of the officers and directors of the Association, to keep all property within the Adams Run Subdivision neat and in good order for the general benefit of the owners of all Lots within the Adams Run Subdivision and for the maintenance of drainage easements.

(d) The payment of any expenses incident to the enforcement of these covenants, or the exercise of any powers conferred upon any Committee of the Association by the terms and conditions of these Covenants.

(e) The payment of any property taxes and assessments, if any, which may be levied by any public authority upon the Common Area which may be established for the benefit of the Owners in the Adams Run Subdivision.

(f) Such other purposes and function in the opinion of the Officers, Directors and Members of the Association as may be necessary for the general benefit of the owners of Lots in Adams Run Subdivision.

Section 3. Beautification. The Association shall encourage the planting of flowers, grass, shrubs and other botanical beautification of all property in the Adams Run Subdivision.

Section 4. Liens. The annual assessment or charges shall constitute a lien or encumbrance upon that particular land and acceptance of each of the several Deed or conveyance shall be construed to be a covenant by the Grantee to pay said assessment and charges, which covenant shall be for the benefit of the Association, the Developer and the owners of Lots in the subdivision and which covenants shall run with the land and be binding upon any Grantee, its heirs, successors and assigns. The Association shall have the exclusive right to take and prosecute all action or suits, legal or otherwise, which may be necessary for the collection of said assessments and charges.

Section 5. Foreclosure. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate mortgage in the State of South Carolina.

Section 6. Limitation on Liens. The lien hereby reserved, however, shall be subject to the following limitations and exceptions, to-wit:

(a) Such lien shall be at all times subordinate to the lien of any Mortgage or Lender of any sums secured by a recorded Mortgage or Deed to Secure Debt, to the end and intent that the lien of any Mortgagee, Trustee or Lender, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided, further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of Mortgage or Deed to Secure Debt and hold title by Deed in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges of assessments accruing after such sale under foreclosure or such Mortgage or acquisition of title by Deed in lieu of foreclosure.

(b) Notice of any charge or assessment due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court for Greenville County, South Carolina. As to subsequent bonafide purchasers for value the lien herein reserved for charges and assessments due and payable shall be effective only from the time of the filing of said Lis Pendens; provided, however, that nothing herein contained shall affect the right of the Association to enforce the collection of any charges and assessments that shall become payable after the acquisition of title by such subsequent bonafide purchaser for value.

(c) The lien herein created shall be subordinate to the lien of labors, contractors or materialmen furnishing labor, services or materials in connection with the construction of

alteration of any improvements located on any numbered lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after foreclosure of any such lien.

Section 7. Future Additions. The Developer may hereafter plat additional subdivision of land contiguous to or nearby Adams Run Subdivision and the Developer reserves the right to subject the same to membership in the Adams Run Homeowners Association, Inc., and to grant the Association rights, powers, duties and obligations with respect to annual maintenance charges and assessments for the same or similar objects and purposes and on substantially the same terms and conditions as those which are set forth in this Article.

Section 8. Withdrawal. The Developer shall have the exclusive right at any time to withdraw from the Adams Run Homeowners Association, Inc., all of the rights, powers, privileges and authorities granted to it as contained herein and elsewhere in the Declaration by giving notice to the Association of this transfer to the Association. Also, the Developer shall have the exclusive right to transfer and assign all of such rights, powers, privileges and authorities to, and to withdraw the same from such other person, firm or corporation as the Developer may select. In the event of such transfer and assignment all maintenance funds then on hand shall be forthwith paid over and delivered to the transferee or assignee so selected by the Developer to be held for the purposes specified herein, and such transferee or assignee so selected by the Developer to

be held for the purposes specified herein, and such transferee or assignee so selected by the Developer shall hold the same for the purposes specified herein, Such transferee or assignee by accepting such funds shall assume all obligations of the Developer hereunder.

Section 9. Uniform Assessment. All liens, charges and assessments created hereunder must be uniformly fixed, assessed, charged and collected on all numbered lots provided, however, that notwithstanding anything herein to the contrary, Developer and all contractors shall not be obligated to pay assessments.

ARTICLE X

Miscellaneous

Section 1. Applicable Law. The law of the state of South Carolina shall govern the terms and conditions of this Declaration.

Section 2. Severability. If any term or provision of this Declaration or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 4. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

Section 5. Notice. Any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this paragraph. If any Person consists of more than one person or entity, notice to one as provided shall be notice to all.

Section 6. Amplification. The provisions of this Declaration are amplified by the Articles and By-Laws; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles and By-Laws on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provision of this Declaration control anything in the Articles or By-laws to the contrary.

(CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, the Developer, LPC of S.C., Inc., has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

Executed and declared
in the presence of:

Marie B. Curtis
Witness

M. B. Randolph
Witness

LPC of S.C., INC.

By: Robert T. Cleman
President

Attest: Robert T. Cleman
Assistant Secretary



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 Declaration of Covenants, Conditions and Restrictions of Adams Run, and that (s)he with the other witness, witnessed the execution thereof.

Sworn to before me this
22nd day of December, 1988.

Camela S. Lillian
Notary Public for South Carolina
My Commission Expires: 3-4-91

Marie B. Curtis



(CONTINUED ON NEXT PAGE)

EXHIBIT A

All that certain, piece, parcel or tract of land together with any and all improvements thereon, situate, lying and being east of Adams Mill Road in the County of Greenville, South Carolina, comprised of sixty three (63) designated lots with subdivision improvements shown and described on a plat of "Adams Run, Section I" prepared for LPC of S.C., Inc., by The Piedmont Group dated November 3, 1988 and recorded in the Office of the RMC for Greenville County on December 20, 1988 in Plat Book 16-E, Page 52 and being more particularly described as follows:

Beginning at a point on the center line of Scuffletown Road and running thence in a southeasterly direction along the center line of Scuffletown Road, S.47°08'16"E., 332.27 feet to a point on the center line of Scuffletown Road, thence turning S.61°28'53"W., 38.02 feet to a point, thence continuing, S.61°28'53"W., 94.99 feet to a point; thence turning S.63°49'43"W., 50.00 feet to a point; thence continuing S.63°49'43"W., 123.04 feet to a point; thence S.54°20'28"W., 44.0 feet to a point; thence turning, N.42°05'26"W., 58.19 feet to a point; thence turning S.32°03'51"W., 131.63 feet to a point; thence turning, N.82°27'01"W., 116.18 feet to a point; thence turning, N.63°028'13"W., 74.50 feet to a point; thence turning, S.15°044'35"W., 87.91 feet to a point; thence turning, S.45°06'00"W., 91.13 feet to a point; thence turning, S.45°051'10"W., 67.13 feet to a point; thence turning, S.89°12'41"W., 83.56 feet to a point; thence turning, N.48°040'25"W., 88.12 feet to a point on the right-of-way of Lake Loop; thence running with the right-of-way of Lake Loop, S.41°19'35"W., 64.01 feet to a point; thence continuing along the right-of-way, S.36°42'58"W., 84.86 feet to a point on the right-of-way; thence turning, S.69°43'50"E., 108.07 feet to a point; thence turning, S.11°01'02"W., 220 feet to a point; thence turning, S.10°44'17"E., 185 feet to a point; thence turning, S.00°53'02"W., 125 feet to a point; thence turning, S.06°08'56"E., 130 feet to a point; thence turning, S.07°06'24"W., 270 feet to a point; thence turning, S.05°051'53"E., 90.0 feet to a point; thence turning, S.36°00'04"W., 93.0 feet to a point; thence turning, S.35°45'58"W., 44.02 feet to a point; thence turning, S.36°00'04"W., 70.41 feet to a point; thence turning, N.68°021'56"W., 709.15 feet to a point on the center line of Adams Mill Road; thence running with the center line of Adams Mill Road, N.09°007'25"E., 1,110.26 feet to a point; thence turning, N.86°058'29"E., 318.77 feet to a point; thence turning, N.61°43'40"E., 196.8 feet to a point, thence turning, N.41°19'35"E., 409.55 feet to a point; thence turning, N.77°11'04"E., 250 feet to a point; thence turning, S.75°18'42"E., 111.73 feet to a point; thence turning, N.61°43'40"E., 165 feet to the center line of Scuffletown Road which is the point of beginning; said property containing 27.47 acres, more or less.