

The Citizens & Southern National Bank of S.C.

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT ("PUD") RIDER is made this 4 day of October, 19 83, and is incorporated into and shall be deemed to amend and supplement a Mortgage, (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to The Citizens and Southern National Bank of South Carolina (herein "Lender") and covering the Property described in the security instrument and located at 204 Sandpiper Road - Swansgate, Lot No. 3, Sandpiper Way, Phase I
Greenville, SC 29605 (Property Address)

The Property comprises a parcel of land with a dwelling, which together with such parcels and certain common areas and facilities, all as described in

(herein "Declaration"), forms a planned unit development known as Swansgate

(Name of Planned Unit Development)

(herein "PUD").

PLANNED UNIT DEVELOPMENT COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document required to establish the homeowners association or equivalent entity managing the common areas and facilities of the PUD (herein "Owners Association"); and (iii) by-laws, if any, or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association.

B. Hazard Insurance. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the common areas and facilities of the PUD, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the common areas and facilities of the PUD, or any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the security instrument in the manner provided under Uniform Covenant 10.

D. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, consent to:

- (i) the abandonment or termination of the PUD;
- (ii) any material amendment to the Declaration, trust instrument, articles of incorporation, by-laws of the Owners Association, or any equivalent constituent document of the PUD, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the common areas and facilities of the PUD;
- (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the PUD; or
- (iv) the transfer, release, encumbrance, partition or subdivision of all or any part of the PUD's common areas and facilities, except as to the Owners Association's right to grant easements for utilities and similar or related purposes.

E. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due planned unit development assessments, then Lender may invoke any remedies provided under the security instrument.

IN WITNESS WHEREOF, Borrower has executed this PUD Rider.

John A. Messer, Jr.
John A. Messer, Jr.

Borrower

Winifred N. Messer
Winifred N. Messer

Borrower

Re-RECORDED OCT 26 1983
at 3:43 P. M.

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