

V/ RECREATIONAL FACILITIES, COMMON GROUNDS AND MAINTENANCE CHARGES

1. The developers are building, at their expense, a swimming pool, bath house, two tennis courts and off street parking for the use and enjoyment of all the residents of Sugar Creek Section 2. The developers agree that the maximum number of lots in Sugar Creek Section 2 shall not exceed 220 lots. These facilities are located on a tract shown on Map 1, Section 2, Sugar Creek as approved by the Greenville County Planning Commission and recorded in Plat Book 7-C, Page 68.

2. The developers will complete these facilities and operate them for the benefit of the residents until at least 50 homes are sold to residents of Sugar Creek Section 2, at which time the property will be deeded to an eleemosynary corporation, which the developers will form at that time. The owner of every residence located in said subdivision shall be a member of said corporation, and shall be entitled to one vote, regardless of the number of lots used in connection with his residence. When title to the property is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine but in such case no more than one vote shall be cast per residence. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment.

3. The developers reserve the right, until such time as 50 homes are sold to residents of Sugar Creek Section 2, to negotiate a merger of the Sugar Creek Section 2 recreational facilities described in paragraphs 1 and 2 of this subsection into the existing Sugar Creek Recreation Center, Inc. If such a merger is not accomplished prior to the sale of 50 homes to residents of Sugar Creek Section 2, the recreational facilities for Sugar Creek Section 2 will be deeded to a separate eleemosynary corporation as provided in paragraph 2 of this subsection.

4. An annual assessment consistent with the By-Laws of the above referenced corporation shall be levied by the corporation against each residence in the subdivision. This assessment shall be based on the residence only but shall be a lien upon all lots or portions of lots used by an owner in connection with his residence. Said assessment shall be due and payable to the corporation on May 1 or each year to cover the fiscal year beginning June 1 and ending May 31 of each year. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest legal rate. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon the grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of the corporation or abandonment of the property.

5. The corporation shall have the right to suspend the voting rights and right to the use of the recreational facilities of a resident for any period during which any assessment against his property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. In addition, the corporation shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. In the event of non-payment of any assessment as set forth herein, the corporation may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against the property in the same manner that a real estate mortgage is foreclosed and interests, costs and attorneys fees shall be added to the amount of such assessment. The lien of the corporation against the property must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Office of the Clerk of Court of Greenville County. Failure by the corporation, or any owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

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