

6.9 Uniform Assessment. All liens, charges and assessments created hereunder must be uniformly fixed, assessed, charged and collected on all Numbered Lots. However, such uniformly fixed charges shall pertain specifically to each separate phase.

ARTICLE VII

AMENDMENTS AND MODIFICATIONS TO COVENANTS

7.1 Reservation. The Developer reserves and shall have the right to amend these Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

ARTICLE VIII

RECREATIONAL AREA

8.1 General Provisions. Subject to the provisions contained in Paragraph 3.2, above, all areas designated on the Plat as the Recreational Area shall be used exclusively for privately owned beautification, sports, athletic, recreational and incidental uses and purposes.

ARTICLE IX

TERMS AND ENFORCEABILITY

9.1 Enforcement. If the Developer or its successors, heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any Real Property situated in Rockwold Developers, Ltd. Phase I as shown on the Plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from so doing or to recover the damages and other dues for such violation. Invalidation for any one or more of these covenants by a judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

9.2 Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans 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 Real Property herein acceptable and eligible for such loan.

9.3 Term of Covenants. These covenants and restrictions, as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first day of January, 2005, and, thereafter, these covenants shall be automatically extended for successive periods of twenty-five (25) years each unless within six months prior to January 1, 2005 or within six months preceding the end of any successive twenty-five year period, as the case may be, a written agreement executed by the then owners of the majority of the owners of the Real Property shown on the Plat shall be recorded in the RMC Office for Greenville County,