

or foreclose its lien against the property in the same manner that a real estate mortgage is foreclosed and interest, costs and attorneys fees shall be added to the amount of such assessment and the resulting lien. The lien of the Corporation against the property must be established by and shall be effective from the time of a Notice of Lis Pendens in the Office of the Clerk of Court for 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.

The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless prior to the filing thereof Notice of Lis Pendens has been filed by the Architectural Committee for the foreclosure due to nonpayment of its assessment lien; however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by the Architectural Committee as set forth hereinabove. Nothing herein shall affect the right of the Architectural Committee to foreclose the lien or enforce the collection of any assessment that shall become due and payable before or after the acquisition of title by a subsequent bona fide purchaser for value except as set forth in the preceding sentence.

ARTICLE IV.

Additional Property: The declarant may from time to time add such additional real property to the restrictions, covenants, reservations, lines and changes herein set forth by appropriate reference hereto.

ARTICLE V.

Violation: If any section, sub-section, sentence, clause or phrase of these covenants and restrictions for any reason are held to be unconstitutional, such decision shall not affect the validity of the remaining portion of the covenants and restrictions.

WITNESS its hand and seal this 27th day of June, 1984.

In the presence of:

Deane D. [Signature]
Janet Shaly [Signature]

FORRESTER FARMS, A SOUTH CAROLINA
GENERAL PARTNERSHIP

By: [Signature]
Its: [Signature]
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