

# PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT ("PUD") RIDER is made this.....1st.....day of  
 .....October....., 1981.., and is incorporated into and shall be deemed to amend and supplement  
 a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by  
 the undersigned (herein "Borrower") to secure Borrower's Note to.. Carolina National Mortgage Investment  
 Co., Inc.....(herein "Lender") and covering the Property described in the  
 security instrument and located at.....Sweetwater Court, Greer, S. C.....  
 (Property Address)

..... The Property comprises a parcel of land improved with a dwelling, which, together with  
 other such parcels and certain common areas and facilities, all as described in.....  
 Sugar Creek Subdivision

(herein "Declaration"), forms a planned unit development known as.....Sugar Creek.....

(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 for 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 9.

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

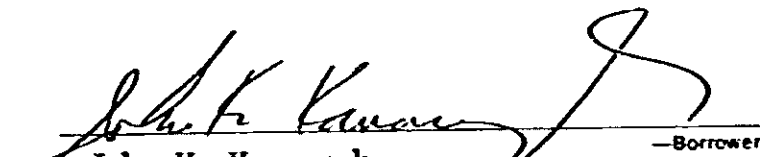
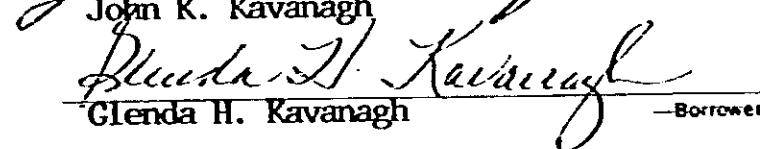
(i) the abandonment or termination of the PUD;  
 (ii) any material amendment to the Declaration, trust instrument, articles of incorporation, by-laws of the  
 Owners Association, or any equivalent constituent document of the PUD, including, but not limited to, any  
 amendment which would change the 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, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this PUD Rider.

  
 John K. Kavanagh —Borrower  
  
 Glenda H. Kavanagh —Borrower

RECORDED OCT 2 1981 at 11:25 A.M.

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