

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

2002 OCT 14 2:04

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HADLEY PARK

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HADLEY PARK ("Supplement to Declaration") is made and entered into this 14<sup>th</sup> day of October, 2002, by PACE DEVELOPMENT GROUP, INC., a North Carolina corporation ("Declarant") and NVR, Inc., a Virginia corporation ("NVR").

WITNESSETH:

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Hadley Commons dated May 30, 2002, recorded in Book 1996, Page 1760, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Hadley Commons recorded in Book 2012, Page 1241, all in the Office of the Greenville County Public Registry (the "Declaration") (all capitalized terms not otherwise defined in this Supplement to Declaration shall have the same meaning as in the Declaration);

WHEREAS, the property currently subject to and affected by the Declaration is shown on that subdivision plat recorded in Map Book 45-G, Page 100, and re-recorded in Map Book 46-C, Page 54, of the Greenville County Public Registry;

WHEREAS, in accordance with Article I, Section Two of the Declaration, Declarant may cause additional land to be made subject to the terms and scheme of the Declaration by filing a supplement to the Declaration in the Office of the Greenville County Public Registry containing a description of said additional land; and

WHEREAS, Declarant desires to supplement the Declaration to subject that certain property (the "Additional Property") located in Greenville County, South Carolina, as shown on the map (the "Additional Property Map") recorded in Map Book 45R at page 95, and re-recorded in Map Book 46-C, Page 53, of the Greenville County Public Registry to the terms and scheme of the Declaration; and

WHEREAS, NVR has acquired and is the owner of one or more Lots as shown on the Additional Property Map, and joins in this Supplement to Declaration to evidence its Consent hereto.

NOW, THEREFORE, pursuant to Article I, Section Two of the Declaration, Declarant and Owner, by this Supplement to Declaration, do hereby supplement the Declaration as follows:

1. Additional Property. In accordance with Article I, Section Two of the Declaration, Declarant does hereby declare, and Owner does hereby consent and agree, that the Additional

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Property is and shall hereafter be held, used, transferred, mortgaged, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration (as same has been and may further be amended or supplemented from time to time), all of which shall run with the title to the Additional Property and be binding upon all parties owning any right, title or interest in and to such Additional Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Lots. Each of the separately numbered plots of land shown upon the Additional Property Map is a Lot. As is set forth in the Declaration, it is currently contemplated that Declarant or Builder will file subsequent subdivision maps showing the final and exact dimensions of the Lots reflecting the as-built locations of the townhome dwellings located thereon. Anything set forth in the Declaration or in this Supplement to Declaration to the contrary notwithstanding, Declarant or Builder may file such as-built subdivision maps, and the final configurations of the Lots shall be as shown on any such as-built subdivision maps that are recorded in the County Public Registry.

3. Common Area. All portions of the Additional Property designated on the Additional Property Map as "common open space," "common area," "COS," or similar designation, are Common Area.

4. NVR Joinder. NVR joins in the execution of this Supplement to Declaration to evidence its consent hereto.

Except as expressly provided herein, all covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain unchanged and in full force and effect.

[SEE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, Declarant has caused this Supplement to Declaration to be executed the day, month and year first above written.

"Declarant":

WITNESS:

[Signature]

Stacy P. Keiji

PACE DEVELOPMENT GROUP, INC.,  
a North Carolina corporation

By: [Signature]  
R. Stephen Pace, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Charlene S. Flack, a Notary Public for said County and State, do hereby certify that R. Stephen Pace personally came before me this day and acknowledged that he is President of PACE DEVELOPMENT GROUP, INC., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

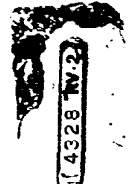
Witness my hand and official stamp or seal this 14<sup>th</sup> day of October, 2002.

Charlene S. Flack  
NOTARY PUBLIC

My Commission Expires:

09/10/2006

[NOTARIAL SEAL.]



"NVR"

WITNESS:

*Kenneth R Padgett*

NVR, Inc.,  
a Virginia corporation

By: *Steffen*  
VICE President

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STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the corporate seal of NVR, Inc. affixed to the foregoing Supplement to Declaration and that s/he saw ~~SEVE BERTLING~~, as VICE President sign the same, and that s/he with the other witness who signed above witnessed the execution and delivery thereof as the act and deed of the said corporation.

*Kenneth R Padgett*  
Signature of Witness

SWORN to before me this 4th day of  
October, 2002.

*Jaen D. Robinson*  
Notary Public for South Carolina

My Commission Expires:

6-9-07

[NOTARIAL SEAL]

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.D. OFFICE AT 02:04 PM  
10 14 02 RECORDED IN DEED  
BOOK 2012 PAGE 1296 THRU 1299  
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*Judy A. King*

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