

the cost of any and all maintenance and repair. All questions with the regard to the propriety of the expenses of maintenance and repair shall be determined by the Durbin Creek Farms Property Owners' Association. In the event that any lot owner fails or refuses to pay his share of said cost for the maintenance and repair of such road, the Association may enforce collection of such share by the filing of a vendor's lien upon such property, which will be subordinate to any valid first (1st) mortgage lien. Any maintenance lien as set forth herein shall bear interest at the rate of nine (9%) per cent per annum. Such lien may be perfected as in the manner provided by law for vendor's liens.

11. These restrictions shall continue effective for a period of ten (10) years from the date hereof and shall continue effective thereafter in successive ten (10) year periods unless and until changed within the initial ten year period or in any subsequent ten year period by mutual consent in writing of the owners of lots within Durbin Creek Farms comprising both (1) a majority of the total number of such owners and (2) the owners of a majority of the total number of such lots; such restrictive covenants may be enforced by injunction or damages for violation by any owner of any lot effected by these restrictions.

12. Invalidation of any one of these restrictive covenants by a court of competent jurisdiction shall not effect the remainder hereof, and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Durbin Creek, Inc., has caused these presents to be executed by Charles E. Swope its President, and attested by Tony Corliss its Secretary, on this the 9th day of December, 1980.

Signed, sealed and delivered in the presence of:

Jancy D. Cisner  
Dave [unclear]

DURBIN CREEK, INC.

BY: Charles E. Swope  
Charles E. Swope, President

ATTEST:

BY: Tony Corliss  
Tony Corliss, Secretary

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY APPEARED before me JEFF BIRDING made oath that he saw the within named Durbin Creek, Inc., by Charles E. Swope, its President, and Tony Corliss, its Secretary, sign, seal and as its act and deed, deliver the within written Restrictive Covenants for the uses and purposes therein set forth, and that he with [unclear] witnessed the execution thereof.

SWORN TO before me this

9th day of December, 1980.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: September 28, 1982

RECORDED JAN 7 1981 at 10:30 A.M.

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