## CONDOMINIUM RIDER

890×1608 FAGE 479

THIS CONDOMINUM RIDER IS made this	26th	day of May	<u>19</u> . 83
and is incorporated into and shall be deemed to an	ne <mark>nd</mark> and sup	plement a Mortga;	re, Deed of Trust or Deed to Secure Debr
herem "Security Instrument") dated of even di Borrower's Note to No. Barton Tuck, Jr.	ite herewith , as Nomi	, given by the und nee for the T	crsigned (herein "Borrower") ' secure rustees of U.S. Shelter,
herem "Security Instrument") dated of even d. Borrower's Noteto N. Barton Tuck, Jr. a Massachusetts (herein "Lender") ocatedat 925 Cleveland Street	and covering Greenvi	g the Property de 11e, South Ca	scribed in the Security Instrument and rollina 29601
	(* ******* /	W. H	
The Property comprises a unit in, together with a known as Riverbend Horizontal Property (N	n undivided operty Re and of Contro	interest in the comp gime minim Project)	mon elements of, a condominium project
	-		
diarcholders, the Property shall also be comprise such interest.			

CONDOMINUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Assessments, Borrower shall promptly pay, when due, all assessments imposed by the Owners Association pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.
- B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy, which is sisfactory in form to Lender, with a generally accepted insurance carrier on the Condominium Project and which provides insurance coverage in such amounts, for such periods, and against such hazards as Lender may require, including fire and hazards meluded within the term "extended coverage", then
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property, and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any Tapse in such required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, 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. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. 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 Property, whether of the unit or of the common elements, or for any conveyance in fieu 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
- E. Lender's Prior Consent, Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condomnation or connect domain;
- (ii) any amendment to any provision of the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent documents of the Condominium Project (herein "Constituent Documents") which is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Condominium Project
   Owners Association; or
- (iv) any action which would have the effect of rendering the public hability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Notice to Londer. In addition to notices required to be given Lender by the terms of the Security Instrument, Borrower shall promptly give notice to Lender of any imaterial amendment to any provision of the Constituent Documents and also of any amendment to a material provision thereof. Examples of material provisions include, but are not limited to, those which provide for, govern or regulate: voting or percentage interests of the unit owners in the Condominium Project; assessments, assessment liens or subordination of such liens; the boundaries of any unit or the exclusive easement rights appearating thereto, or reserves for maintenance, repair and replacement of the common elements.
- G. Remedies, If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITST SS WHEREOF, Borrower has executed this Condominion Rider

E. Hays Reynolds

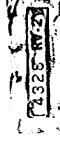
Suzanne J. Reynolds

31797

Recorded May 27,1983 at 2:19 P.M.

CNCD-77 (4/82)

CONDOMINIUM RIDER—1 to 4 Family -8 81-FRMA/FHLMC UNIFORM INSTRUMENT



A PARTY AND A PART

CONTRACTOR OF THE SECOND