

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 31st day of January, 1984, 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 American Federal Bank, FSB (herein "Lender") and covering the Property described in the Security Instrument and located at Lot 5 Chanticleer Towns (Property Address)

The Property is described in the Security Instrument, and includes, but is not limited to, a parcel of land improved with a dwelling, which, together with other such parcels and certain common areas and facilities, all as described in

Declaration of Covenants, Conditions and Restrictions, recorded Deed Book 1189 at page 326 (herein "Declaration"), forms a planned unit development known as Chanticleer Towns (Name of Planned Unit Development)

(herein "PUD"). The Property shall also be comprised of Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (herein "Owners Association") and the uses, benefits and proceeds of, or incident to, such interest.

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 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. So long as the Owners Association maintains a "master" or "blanket" policy, which is satisfactory in form to Lender, with a generally accepted insurance carrier on the PUD and which provides insurance coverage in such amounts, for such periods, and against such hazards as Lender may require, including fire and hazards included 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 lapse 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 or to 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. 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 or 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.

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 PUD, 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 condemnation or eminent domain;

(ii) any amendment to any provision of the declaration, articles of incorporation, trust instrument, by-laws of the Owners Association, or equivalent constituent documents of the PUD (herein "Constituent Documents") which is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the PUD Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Notice to Lender. 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 material 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 rights of the unit owners in the PUD; assessments, assessment liens or subordination of such liens; the boundaries of any unit or the exclusive easement rights appertaining thereto; or reserves for maintenance, repair and replacement of the common areas and facilities of the PUD.

G. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due PUD 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.

BUILDER SERVICE GROUP, INC.

Borrower

BY: Frank C. Sullivan
President

25136 Borrower

