

28. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

29. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as appurtenant to his unit.

30. No Unit Owner, except the Sponsor, shall make any change, alteration, enclosure, addition to or remove any portion of a unit without the consent of the Association. The Association shall not be required to give such consent without first having submitted to it drawings and specifications of such changes prepared and sealed by an architect or engineer licensed to do business in South Carolina. No changes shall ever be made to the exterior of the building without the prior written consent of the Association.

31. Restrictions contained in the By-Laws of the Association and rules and regulations promulgated in accordance with the condominium documents shall be applicable to and covenants running with the land.

32. Failure of a Unit Owner to comply with the terms of this Declaration, the By-Laws and Articles of Incorporation of the Association attached as Exhibits shall entitle the Association or other Unit Owners to such relief as may be provided by law in addition to the rights conferred to them by this Declaration. And, if the Association shall be required to file any action to obtain compliance therewith or to enforce its rights against a Unit Owner, it shall be entitled to be reimbursed for its reasonable attorney's fees and court costs which the Unit Owner hereby agrees to pay.

33. Institutional Mortgagees who make a request in writing to the Association for the items provided in this paragraph shall have the following rights:

33.1 To be furnished with at least one copy of the Annual Financial Statement and Report of Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.

33.2 To be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium or By-Laws of Association, which notice shall state the nature of the Amendment being proposed.

33.3 To be given notice of default by any member owning any Unit encumbered by a mortgage held by such Institutional Mortgagee, such notice to be given in writing and to be sent to the principal office of such Institutional Mortgagee or to the place which it or they may designate in writing to the Association.

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