

51.3 The provisions relating to leases and sales provided for herein shall not apply to the Sponsor defined in the Declaration of Condominium and such Sponsor and any assignee of the Sponsor upon whom it confers the rights provided for herein shall be free to sell or lease any unit without the consent required herein and to any person and upon any terms and conditions as it determines.

51.4 The provisions relating to leases and sales provided for herein shall not apply to any institutional mortgagee as defined in the Declaration of Condominium who acquires title to any unit by foreclosure or deed in lieu of foreclosure or to the purchaser at foreclosure sale. The purchaser at such foreclosure sale shall thereafter be bound by such provisions.

DEFAULT UNDER ASSESSMENTS

52. In the event of a default by a member in the payment of any assessment payable by him, the corporation shall have all rights and remedies provided by law including but not limited to, those provided by the Horizontal Property Act of South Carolina, as amended, and the liability of the owner of the condominium parcel shall include liability for a reasonable attorney's fee and for court costs incurred by the corporation incident to the collection of such assessment or enforcement of its lien. If the corporation elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel pendente lite, to be fixed by the board of directors, and the corporation shall be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the corporation may bid in the condominium parcel thereat and acquire and hold, lease, mortgage and convey the same, as the board of directors may determine. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

RESPONSIBILITY FOR REPAIR AND MAINTENANCE OF A UNIT

53. The interior and all parts thereof of a condominium unit shall be kept in good condition and repair at all times by and at the expense of the owner thereof and shall be maintained in a clean and safe condition and free of nuisance or commission of waste. Each owner of a condominium unit will promptly comply with any requirements of the insurance underwriters of the condominium. Any failure to repair or replace within the walls of the condominium unit as may be required for good and proper and safe maintenance thereof and which endangers, or impairs the value of, the condominium or its common elements, may be repaired or replaced by the corporation at the expense of the unit owner, to be collected by special assessment as heretofore provided, which assessment may include the cost of the corporation in and about the abatement of any nuisance kept and maintained by the unit owner therein; and a right of entry is granted to the corporation in and to any unit to inspect same and/or make repairs or replacements thereto as may be required hereunder.

NUISANCE

54. Each member shall be responsible for the use and occupation of his unit in a quiet and orderly fashion so as not to disturb or endanger other members or their families or guests. Any nuisance, public or private, may be abated by the public authority or by court action by the corporation or any aggrieved member.

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