

No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Master Deed. The By-laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any units, or which would change the provisions of the By-Laws with respect to institutional mortgagees, without the written approval of all institutional mortgagees of record.

The name of the Association responsible for the operation of the property is set forth hereinabove; said corporation is a nonprofit South Carolina corporation, organized and existing pursuant to the Act. The said Association shall have all the powers and duties set forth in the Act, as well as all of the powers and duties granted to or imposed upon it by this Master Deed, the By-Laws or the Association, and its charter.

Every co-owner of a Unit, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of said Association, and by the provisions of this Master Deed.

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the charter of By-Laws of Association, or which may be adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association or, if appropriate, by an aggrieved co-owner of a Unit.