

(iii) With respect to each of the foregoing groups, each of the respective parcel owners in that group shall pay to Manager a proportionate amount of the group's share of the Maintenance, whether or not any other parcel owner in the group pays any or all of its respective share. For the purposes of this instrument, by "proportionate amount" the parties herein mean a portion of the Maintenance calculated by the Manager pursuant to this instrument) equal to a fraction thereof, having as its denominator the total number of residential units completed on all of the parcels of the owners in the group (including but not limited to the owner of the parcel on which the easement is located), and having as its numerator the total number of residential units completed on the parcel of the owner whose proportionate amount is being calculated; except that if no residential units on any of the parcels of a group are completed, the total Maintenance share of that group shall be divided amongst and borne by the parcel owners in the group equally.

d. In the event any grantee fails or refuses to timely pay its share of the Maintenance as to an improvement in accordance with the provisions of this instrument, the Manager shall be entitled to recover or collect the same from that grantee by any and all proceedings at law and/or equity together with all expenses, costs of such proceeding, reasonable attorneys' fees, and interest upon such total sum at a rate of 8% per annum or the maximum rate allowed by law in the State of South Carolina, whichever is lower, and the Manager shall be entitled to a lien upon the parcel of that grantee in the full amount of all such sums and to foreclose or otherwise enforce the same by applicable legal proceedings; and until such sum or sums are so recovered or collected, the defaulting grantee, its successors, assigns and tenants shall be excluded from the use and enjoyment of the improvement and/or easement. By "timely" the parties mean within

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