

of the General or Limited Common Elements as the Board of Directors in the exercise of its sole discretion may determine.

(c) If the damage is confined to a single Townhome, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the Owner and his mortgagee, if any, who may use such proceeds as they alone may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess shall be provided by means of a Special Assessment levied by the Board of Directors without a vote of the members, against the Owner of the damaged Townhome. Payments for repairs, provided for in this subparagraph (c) shall be made only after all such repairs have been completed and approved by the Association, the Owner and his mortgagee, if any, which approval shall not be unreasonably withheld.

XIV.

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the provisions of Sections 7 and 10 of this Article XIV, the Developer for each Townhome owned by it, hereby covenants, and each Owner of any Townhome, by acceptance of a deed therefor whether or not it shall be so expressed in any such deed is deemed to covenant and agree to pay to the Association: (a) Annual Assessments or charges, and (b) Special Assessments for capital improvements, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on and a continuing lien upon the Property against which each such Assessment is made. A notice claiming such lien may be filed for record by the Association in the Office of the Register of Mesne Conveyance of Greenville County, South Carolina, but in no event shall any claim of lien be filed until such sums remain unpaid for not less than 30 days after the same shall become due. Such a claim of lien shall also secure all Assessments which come due thereafter until the claim of

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