

and shall be effective when recorded in the Office of the Register of Mesne Conveyance of Greenville County, South Carolina.

XIX.

MISCELLANEOUS PROVISIONS

Section 1. Default in Payment of Taxes. In the event a Residence Owner defaults in the payment of any ad valorem taxes assessed against his Residence, the Association shall have the right to cure such default and to treat the amount spent in so doing as a lien against the Owner's Residence, enforceable as hereinabove provided with respect to regular and special Assessments against such Residence.

Section 2. Association Board of Directors. The Developer shall have the continued right to designate one member of the Board of Directors of the Association until such time as the Developer chooses to relinquish that right. The person so designated shall not be required to be the Owner of a Residence, and such person shall be entitled to vote on any matter affecting the Developer without disqualification, even though selected by and even if affiliated with the Developer.

Section 3. Right of Access or Developer to Complete the Project. Each person who hereafter becomes an Owner consents to the Developer, its successors, assigns or designees, going and working upon the General and Limited Common Elements in order for the Developer to complete the construction of the project.

Section 4. Reservation of Right to Connect Utilities. The Property is subject to utility easements for telephone, electricity, water and sewer. The Developer, its successors and assigns, reserve the right to connect said utilities for future projects or additional projects whether they be Horizontal Property Regimes, apartment projects, planned unit developments, single family residences or otherwise.

Section 5. Certain Rights of Holders of Institutional First Mortgages. Any institutional holder of a first mortgage on a Residence will, upon request, be entitled to: (a) inspect the books and records of the Property and the Association during normal business hours; and (b) receive an annual audited financial statement of the Association within 90 days following the end of any fiscal year; and (c) written

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