

be by not less than 75% of all the directors and by not less than 75% of the total vote of the Association with the approval of the eligible holders of first mortgages on units. Provided, however, that if the Association shall vote to amend the By-Laws in any respect, such By-Law amendment shall be set forth in an amendment to the Declaration, as required by the Act, and such amendment to the Declaration shall be valid when approved by a majority of the total vote of the Association.

(iii) A copy of each amendment shall be certified by the Manager as having been duly adopted and shall be effective when recorded in the R.M.C. Office for Greenville County, South Carolina. The certificate of amendment may be in the form of Exhibit "I" or in other appropriate form.

(iv) The Association may not amend this Declaration so as to change the ownership interests of the members, the boundaries of any unit, the undivided interest in the common elements appertaining to the unit or the liability for common expenses appertaining thereto, the fundamental purposes to which any unit or the common elements are restricted, or the weight of the votes of the members unless such amendment shall have been authorized unanimously in writing by all members of the Association.

(v) Without the consent of the Apartment Owners or Mortgagees, the Sponsor, or its successors in title to all or any portion of Phase II, and/or Phase III Property, may at any time prior to the termination of the reservation of rights period specified in paragraph VI herein, amend this Master Deed in the manner set forth in Paragraph V, by executing and recording Exhibits "G" and/or "H" so as to subject the Phase II and/or Phase III Property to the provisions of this Master Deed and the Horizontal Property Act of South Carolina so as to make the Phase II and/or Phase III Property an integral part of the Summer Woods Horizontal Property Regime. Any such amendment shall, when read in concert with this Master Deed, contain all of the particulars required by the said Horizontal Property Act of South Carolina as the same is now constituted or may hereafter be amended and from and after the recording of such amendment the Summer Woods Horizontal Property Regime shall include all of said Phase II and/or Phase III Property, as appropriate. Amendments "G" and "H" show the various possible mixes of units which sponsor may elect to build in Phases II and/or Phase III. These Amendments have schedules attached which are similar to Exhibit "E", and depending upon which mix is selected by sponsor, one of the schedules shall serve in lieu of Schedule E and shall depict the proportionate ownership interest each unit owner shall have in the common elements following the inclusion of Phase II and/or Phase III. Upon the recordation of the Amendments to make the Phase II Property, if appropriate, and the Phase III Property, if appropriate, a part of the Summer Woods Horizontal Property Regime, the provisions regarding amendment set forth in this Paragraph VII, and termination in Paragraph VIII, shall have equal application thereto.

VIII. TERMINATION

The condominium shall be terminated, and the property removed from the provisions of the Act, in the following manner:

57
51
50

4328 RV.2