

A. The termination of the condominium may be affected by unanimous agreement of the residence owners, with the approval of the holders of first mortgages on units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the R.M.C. Office for Greenville County, South Carolina.

B. In the event it is determined in the manner provided in this Declaration that the condominium property shall not be reconstructed after casualty, the condominium will be terminated and the condominium documents revoked, unless the Act shall have been amended to allow continuation of the condominium in such circumstances and corresponding amendments to this Declaration shall have been effected. The determination not to reconstruct after casualty resulting in termination of the condominium shall be evidenced by a certificate of any two of the officers of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the R.M.C. Office for Greenville County, South Carolina.

C. After termination of the condominium the rights of the residence owners and their respective mortgagees and lienees shall be determined in the manner provided under existing South Carolina law.

IX. PERCENTAGE OF INTEREST OF UNITS IN COMMON ELEMENTS

The percentage of title and interest appurtenant to each unit and the unit owners title and interest in the common elements (both general and limited) of the Property and the proportionate share in the profits and common monthly expenses, as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners (hereinafter usually referred to as "Council") of the Regime, is based on the proportionate value of each unit to the value of the total Property as set forth in Exhibit "E" attached hereto and made a part hereof. The proportionate representation for voting purpose and the percentage of the undivided interest in the common elements (both general and limited) provided in this paragraph and in Exhibit "E" shall not be altered without the acquiescence of the co-owners representing all of the units expressed in an amendment to this Master Deed duly recorded or except as provided in Paragraph V, VI and VII herein with regard to the amendment of this Master Deed to admit the Phase II units, and if appropriate, the Phase III units into this Regime.

X. RESTRICTIONS.

For the purpose of insuring maximum enjoyment of the condominium property by all of the residences, the use of the property of the condominium shall be in accordance with the following provisions:

A. The condominium property shall be used only for single family residences, and for furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the residences for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose, except, however, the Association shall allow two or more non-related persons to occupy a unit. Also Sponsor may use one or more units for a sales office and demonstration unit until Sponsor has sold all of its units.

B. No business shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

0579

4328 RV-2