

6. The owner of a unit and his/her grantee shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the right of the grantee to recover from the grantor the amount paid by the grantee therefor, and a purchaser of a unit at a foreclosure sale or an institutional mortgagee accepting a deed in lieu of foreclosure, shall be liable only for assessments coming due after such sale or acceptance of deed or for that portion of the assessments prorated for the period after the date of such sale or acceptance of deed, provided, such liability may not be avoided by waiver of the use or enjoyment of the unit or by abandonment of the unit for which the assessments are made. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all unit owners in the property, his/her grantees, heirs, successors and assigns.

7. Upon the failure of the owner of any unit to pay any assessments due by the due date, the Association shall have a lien upon each unit for such unpaid assessments. The Association shall also be entitled to interest on any assessment in default at the highest rate of interest permissible under the laws of South Carolina and shall further be entitled to interest on any assessment in default at the highest rate of interest permissible under the laws of South Carolina and shall further be entitled to a reasonable attorneys fee incurred by the Association incident to the collection of such assessment and to all sums advanced by the Association for taxes and payments on account of superior mortgages, lien or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. All such sums shall be payable by the unit owner and shall be secured by the lien herein mentioned.

8. The Association may enforce collection of unpaid assessments by suit at law or by foreclosure of the lien securing the assessment, or by other competent proceedings, or may settle and compromise the same if in the best interest of the Association. In any event, the Association shall be entitled to recover the assessments which are unpaid at the time of judgment or decree, together with interest thereon and all costs incident to the collection thereof, including reasonable attorneys fees.

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