

XVII. EASEMENT FOR ENCROACHMENT

If any portion of the common areas now encroaches upon any unit or if any unit now encroaches upon any other unit or upon any portion of the common areas or if any such encroachment shall occur hereafter as a result of (i) settling of the building, (ii) alteration or repair to the common areas made by or with consent of the Board of Administration, or (iii) as a result of repair or restoration of the building or any unit by damage by fire or other casualty, or (iv) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building stands.

XVIII. OTHER REGIME EASEMENTS

Each unit owner shall have an easement in common with cables, conduits, public utility lines and other common areas, if any, located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas serving such other units and located in such unit. The Board of Directors shall have the right of access to each unit to inspect the same to remove violations therefrom and to maintain, repair or replace common areas contained therein or elsewhere in the building or buildings.

XVIX. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of the Master Deed and the By-Laws or any authorized amendment thereto shall not impair or affect in any manner the validity or enforceability of the remaining portions thereof and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included therein.

XX. CONDOMINIUM DEEDS

The form of deed by which the Sponsor will convey a unit shall be substantially in the form attached hereto as Exhibit "G".

XXI. NON-WAIVER

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

XXII. GENDER AND NUMBER

The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

XXIII. APPLICABLE LAW

This Master Deed is set forth to comply with the requirements of the Horizontal Property Act of South Carolina as presently constituted or as hereafter amended. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

XXIV. CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

XXV. EXHIBITS

All Exhibits to this Master Deed shall be an integral part of this instrument.

XXVI. ADDITIONAL PROVISIONS RELATING TO MORTGAGES

The following provisions, in addition to provisions set forth elsewhere in the condominium documents, shall be applicable to the holders of first mortgages upon the individual units contained in the condominium.