

elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or to determine compliance with this Declaration or the Bylaws of the Association.

(D) In the event the owner of any unit fails to maintain their unit and any general common elements or limited common elements as are required in this Declaration or attempts to make or does make any structural addition or alteration without the written consent of the Association or in making the same damages any other unit or the general common elements or limited common elements or threatens to do so or otherwise violates the Declaration and Bylaws of the Association, the Association shall have the right to proceed in any Court of competent jurisdiction to seek injunctive relief or to otherwise proceed to seek damages for any injury thereby caused. The Association shall further have the right to levy an assessment on any unit and/or owner thereof for the cost and expense of repairs or replacement within an individual unit for which the owner is responsible but refuses to make and for any damages caused by a unit owner as specified above. Any such assessment shall be deemed to be a lien as conferred by §27-31-210 of the 1976 Code of Laws of South Carolina, as amended.

(E) Nothing contained in this Article shall be construed so as to impose personal liability upon any member of the Board of Directors for the maintenance, repair or replacement of any unit or general common element or limited common element or to give rise to a cause of action against them. Further, the Board of Directors shall not be liable for damages of any kind except for wilful misconduct or bad faith.