

against one member alone (requiring unanimous vote of the Board) to accomplish repairs or maintenance for which he is responsible within his unit which he has failed to make, which situation impairs the value of or endangers the common elements or the condominium, or which are for expenses incident to the abatement of a nuisance within his unit.

Common expenses which are to be the subject of said assessment shall be defined from time to time by the Board of Directors and shall include all items of expense pertaining to the operation and maintenance of the common elements of the condominium, the operation of this Association and its expenses, and other lawful expenses authorized or described by S.C. Code 27-31-10, et seq. (1976), as amended, the foregoing Declaration of Condominium, the Constitution of this Association, or its Bylaws, as these may from time to time be amended; provided, however, that material alterations or substantial additions to the common elements may be authorized only upon a three-fifths (3/5) vote of the Board of Directors.

#### STATUTORY POWERS

50. The Association shall have the powers, rights and authority, (including the lien rights) set forth and provided in Horizontal Property Act of South Carolina, as amended, Code of Laws of South Carolina, 1976, §§27-31-10 et seq. and the Nonprofit Corporation Law under which it is organized, Code of Laws of South Carolina, 1976, §§ 34-31-10 et seq., subject to any limitations imposed thereon by its Charter or these Bylaws or the Declaration of Condominium as said instruments may be effective from time to time including any amendments thereto.

#### TRANSFER OF CONDOMINIUM PARCEL

51. (a) A condominium parcel (being the condominium unit and the undivided share in the common elements which is appurtenant to the unit) may be transferred in freehold by deed as provided by law. Such transfer shall automatically confer membership in this corporation unto the