

whether or not expressly mentioned or described in a conveyance or other instrument describing the residence, and may not be separated from the residence.

2. The common areas, limited common areas and facilities shall remain undivided and no residence owner nor any other person shall bring any action for partition or division of the whole or any part of the common areas and facilities except as provided in the Act or otherwise specifically provided in this Declaration.

3. Subject to any specific limitations contained herein and any rules duly adopted by the Association, each residence owner and the Association may use the common areas, limited common areas (subject to terms herein) and facilities for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other residence owners.

4. The maintenance, operation, and groundskeeping service of the common areas, limited common areas and facilities shall be the responsibility and the expense of the Association except for the items listed in Paragraph VIII, G, 1, which shall be the responsibility of the unit owner.

X. ASSOCIATION. The Association is a South Carolina corporation which shall be the governing body for all co-owners for the purpose of the administration of the property. However and notwithstanding anything to the contrary contained herein:

A. The Declarant shall have and exercise all rights, powers, remedies, duties, and privileges of the Association, Board of Directors, and Manager all of which may either be delegated by the Declarant to a Manager designated by the Declarant which may be a person controlling, controlled by, or under some common control with the Declarant until control of the Association becomes vested in the purchasers of the units. Declarant shall have said rights, powers, remedies, duties and privileges of the Association, Board of Directors and Manager until one hundred eight (108) units have been sold, except, however, Declarant may turn control of the Association and Board of Directors to the owners at any time.

B. Until control of the Association becomes vested in the purchasers of the units, the Declarant will manage the condominium, provided, however, the management by Declarant or any agreement for professional management may be terminated for cause on 30 days written notice and the terms of any such contract may not exceed one year, renewable for successive one-year periods.

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