

repair and replacement shall be subject to all of the requirements and shall be performed in accordance with the standards of all governmental bodies or agencies having jurisdiction.

(2) No unit owner shall paint, stain, or otherwise decorate, or change the appearance of, any portion of the exterior of the unit except as provided in this Declaration or the By-Laws of the Association.

(3) No unit owner shall make any alteration or addition to, or service any parts of, or do any work which would jeopardize the safety or soundness of, any portion of the unit contributing to the support of the unit, which supporting portions shall include but not be limited to the outside walls of the unit and any load-bearing walls or columns within or without the unit.

(4) No unit owner shall be required or authorized to repair, reconstruct or rebuild all or any part of his unit under any circumstances in which the responsibility for such repair, reconstruction or rebuilding is specifically placed upon the Association under other paragraphs of this Declaration.

(5) Notwithstanding anything to the contrary contained in this Declaration, and for the benefit of the unit owners as a group, the Association may, but is not required to, do anything that a unit owner is required to do hereunder (including, without limitation, unit repair and window replacement):

(a) in the discretion of the Manager or Board of Directors, in the case of an emergency;

(b) in the discretion of the Board of Directors, in the case of convenience for the Association; and

(c) in the discretion of the Board of Directors, in the case that the unit owner fails to perform his duty.

Action by the Association under this subparagraph 5 shall be at the cost and expense of the unit owner who will be assessed therefor by the Association.

X. COMMON AREA AND LIMITED COMMON AREA FACILITIES

A. Ownership and use of the common area and limited common areas shall be governed by the following provisions:

(1) The ownership of the percentage of undivided interest of a unit owner in the common areas, limited common areas and facilities shall be deemed to be conveyed or encumbered or to otherwise pass with the unit whether or not expressly mentioned or described in a conveyance or other instrument describing the unit, and may not be separated from the unit.

(2) The common areas, limited common areas and facilities shall remain undivided and no unit 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 unit 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 unit 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, which shall be the responsibility of the unit owner.

XI. 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 Sponsor 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 Sponsor to a Manager designated by the Sponsor which may be a person