

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

Notwithstanding anything in this Master Deed to the contrary, it is declared that until 1 January 1984, each dwelling (condominium unit) in Phase I shall be exempt from the assessment created herein until such time as the dwelling is conveyed by the Developer to the Grantee. Except as expressly provided herein, no dwelling and its appurtenant percentage interest shall be exempt from said assessment. Moreover, until such time as a dwelling is conveyed by the Developer, to a grantee, the Developer shall be assessed and pay to the Association in lieu of an assessment thereof a sum equal to the actual amount of actual operating expenditures for the calendar year less an amount equal to the total assessments made by the Association against owners of dwellings other than those owned by Coker Builders, Inc. The actual operating expenditures for this purpose shall also include any reserves for replacements or operating reserves. Commencing 1 January 1984, the Developer shall be subject to the assessments as provided for in this Master Deed so that it will pay assessments on the same basis provided for under this Master Deed as the same are paid by dwelling owners. This paragraph shall not apply to additional phases but may be amended to reflect the addition to Phase II.

28. Termination. This Master Deed and said Plan of Condominium Ownership may only be terminated by the unanimous consent of all of the owners of all dwellings and all of the parties holding mortgages, liens or other encumbrances against any of said dwellings, in which event the termination of the Condominium shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Greenville County, South Carolina.

29. Amendment of Master Deed. Except for any alteration in the percentage of ownership in common elements appurtenant to each dwelling, or alteration of the basis of apportionment of assessments which may be levied by Association in accordance with the provisions hereof, in which said instances consent of all of the owners of all dwellings and their respective mortgages shall be required, and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Developer, Coker Builders, Inc., and the Lender which said rights and privileges granted and reserved unto the said Developer and the Lender shall only be altered, amended or modified with the respective express written consent of the said Developer or Lender, as the case may be, this Master Deed may be amended in the following manner: