Provided, however, Phase III shall not be eligible for inclusion in the Summer Woods Horizontal Property Regime unless the herein described Phase II property has previously been incorporated into said Regime in the manner provided in this Master Deed.

## VI. RESERVATION OF RIGHT OF SPONSOR FOR PHASE II AND PHASE III

Sponsor, its successors and assigns, hereby expressly reserve the right, to be exercised in its sole discretion, to submit the Phase II property and Phase III property or any one of them provided they are admitted in ascending numerical order, to the provisions of this Master Deed and thereby cause the Phase II and/or Phase III property to become, and forever be, a part of Summer Woods Horizontal Property Regime in the same manner as if made a part thereof in every particular upon the initial execution and filing of this Master Deed. This right may be exercised by Sponsor, its successors, grantees and assigns only upon the execution by it or them of an amendment or amendments to this Master Deed substantially in the form of those set forth herein as Exhibits "G" and/or "H" which amendments shall be filed in the R.M.C. Office of Greenville County, South Carolina not later than June 1, 1988. Any such amendments shall conform to the various provisions and conditions precedent established in this Master Deed and shall expressly submit the Phase II or Phase III Property, as applicable, to all of the provisions of this Master Deed and the By-Laws of the Summer Woods Horizontal Property Regime, a copy of which By-Laws is attached hereto as Exhibit "D" and made a part hereof, as either or both may be amended between the date of said Master Deed and By-Laws, and the filing of said Amendment to this Master Deed to include the Phase II and Phase III Property. Upon the exercise, if any, of this right to include Phase II and Phase III as a part of this Regime, the provisions of this Master Deed and all exhibits hereto shall then be understood and construed as embracing the Phase I Property (the basic "Property" herein defined) and the Phase II Property, if applicable, and the Phase III Property, if applicable, as appropriate, together with all improvements then constructed thereon. Should this right of inclusion or annexation not be exercised within the time herein prescribed and in the manner herein prescribed, such right shall in all respects expire and be of no further force or effect.

## VII. AMENDMENTS

Condominium documents may be amended as follows:

- $\ensuremath{\text{A.}}$  Declaration. Amendments to this Declaration shall be adopted as follows:
- (1) The Association may amend this Declaration for any purpose other than in any respect which will affect the rights of any first mortgage holder under any existing mortgage, and related documents which are authorized by this Declaration and the Act, such amendment to be adopted in accordance with the following procedure (or by written amendment signed by all members of the Association, which written amendment shall be in recordable form and recorded in the R.M.C. Office for Greenville County, South Carolina).
- (i) Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (ii) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the membership of the Association and after being proposed and approved by one of such bodies it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approvals must

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