

ARTICLE IV

FIFTH: That the Mortgagor shall... the Mortgagee a true and full copy of each and every... received by the Mortgagor with respect to... Mortgagor under the provisions of the Declaration of the Association of South Carolina, hereinafter referred to as, the Declaration; the Declaration of Trust Indenture, hereinafter referred to as, the Declaration; the Rules and Regulations elected by the Association, hereinafter referred to as, the Rules and Regulations; and the By-Laws of any corporation or corporation created by the Mortgagor for the administration and operation of the Association, and which the Mortgagor certifies from a part, hereinafter referred to as, the By-Laws.

SIXTH: That the Mortgagor shall... except with the prior written consent of the Mortgagee, (a) initiate, authorize or proceed with any... of the property... provisions are a part of vote for or consent to any modification of, amendment to or relaxation in the enforcement of any provision of the Declaration or By-Laws; and (b) in the event of any... or destruction of the property of which the Mortgagee is a part, vote in opposition to a motion to repair, restore or rebuild.

SEVENTH: In each and every case... the provisions of the Declaration, the By-Laws or the Rules and Regulations, and the unanimous consent of the majority of units if required, the Mortgagor shall not so vote or give such consent without, in each and every case, the prior written consent of the Mortgagee.

EIGHTH: That it shall constitute a default hereunder if the Mortgagor fails to keep the premises in good condition and repair or if the Association fails to keep the common elements in good condition and repair.

NINTH: That the Mortgagor shall... to pay to the Mortgagee due and payable all payments to the mortgagee and reserve funds and all assessments as required by the Declaration or By-Laws or any resolutions passed pursuant to either thereof, and shall promptly upon demand exhibit to the Mortgagee receipts for all such payments.

TENTH: That the Mortgagee shall... keep and used in each and every respect, subject to the provision in the Declaration, By-Laws, and Rules and Regulations on the part of the Mortgagor... and in the event of the failure of the Mortgagor to do so within a period of thirty (30) days after written demand in writing by the Mortgagee, or in the case of... or repaired within and unless the Mortgagee fails to proceed promptly after such notice to cause the same to be repaired with due diligence, then in any such case, the Mortgagee at the expense of the Mortgagor may... at its option, but without any obligation to do so, cure or repair any such... of the Mortgagor (the Mortgagor hereby authorizing the Mortgagee to enter upon the premises provided to the Mortgagee for such purpose), and all costs incurred by the Mortgagee for such purpose, including reasonable counsel fees, shall be recoverable from the Mortgagor and shall be immediately due and payable to the Mortgagee.

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