and restoration, such balance shall be distributed to the co-owners who are beneficial owners of the funds.

- 8. <u>Certificate</u>: The Insurance Trustee may rely upon a Certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association shall forthwith deliver such Certificate.
- 9. Plans and Specifications: Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building, or as the building was last constructed, or according to the Plans and Specifications approved by the Board of Directors, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first moregages shall also be required.
- 10. Association's Power to Compromise Claim: The Association is hereby irrevocably appointed Agent for each Unit co-owner, for the purpose of compromising and settling claims arising under Insurance Policies purchased by the Association, and to execute and deliver Releases therefor, upon the payment of claims.
- C. WORKMEN'S COMPENSATION POLICY The Association shall obtain workmen's compensation insurance as necessary to meet the requirements of laws of South Carolina.
- D. The Board of Directors of the Association shall obtain from time to time such other insurance as is found to be desirable.

XXI.

## REMEDIES

In the event of any default by any unit co-owner under the provisions of the Act, Deed, By-Laws, or rules and regulations of the Association, the Association and the Board of Directors shall have each and all of the rights and remedies which may be provided for in the Act (except as otherwise provided in the Deed or By-Laws), Deed, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting unit co-owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such unit co-owner, or for damages or injunction or specific performance or for judgement for payment of money and collection thereof, or for any combination or remedies, or for any other relief. All expenses of