

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.

X. ASSOCIATION. The Association is a South Carolina non-profit corporation which shall be the governing body for all owners for the purpose of the administration of the property. However and notwithstanding anything to the contrary contained herein:

A. Within thirty (30) days following the filing of this Declaration, the Declarant shall call a meeting of the Association to be held within ten (10) days following the call at which meeting the Association will elect Directors. The Declarant shall also for all purposes, have all the rights, powers, privileges, duties and obligations of a residence owner and be a member of the Association so long as the Declarant owns one or more residences and to the extent (including, without limitation, obligation for common expenses to the extent provided in this Declaration, and an undivided percentage interest in the common area and facilities) of the total of all appropriate undivided percentage interests for residences owned by the Declarant and a vote according to the percentage ownership for each residence then owned by the Declarant.

B. Control of the Association will become vested in the owners upon election of directors.

C. After vesting of control by the Association, any existing Management Agreements for the Project will be terminable by the Association, at any time, without penalty, upon not more than ninety (90) days notice to the other party, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

XI. ASSESSMENTS. Assessments against the residence owners shall be determined by the Manager (subject to review and revision by the Board of Directors at a regular meeting following timely notice to the Directors that the Manager's determination shall be an Agenda item) and shall be governed by the following provisions, provided, however, notwithstanding anything to the contrary herein, no unit owner will ever be assessed a percentage of the common expenses in excess of his percentage undivided interest.