

No amendment made pursuant to this Section shall be effective until duly recorded in the R.M.C. Office for Greenville County.

Section 7. Lease of Dwelling. No dwelling shall be leased for transient or hotel purposes, nor may any owner lease less than the entire unit. Any lease must be in writing and provide that the terms of the lease and the occupancy of the unit shall be subject in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions and By-Laws of Wenwood Towns Association, Inc., and any failure by any lessee to comply with the terms of such documents shall be a default under the lease.

Section 8. Conflicts. In the event of any irreconcilable conflict between the Declaration and the By-Laws of the Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the By-Laws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

ARTICLE XIII.

RIGHTS OF FIRST MORTGAGEES

The following provisions, in addition to provisions set forth elsewhere in this Declaration, shall be applicable to the holders of first mortgages upon the individual dwellings subject to this Declaration and any amendments thereto.

Section 1. This Declaration and other constituent documents create a Planned Unit Development, hereinafter referred to as "PUD".

Section 2. Any "right of first refusal" contained in the PUD constituent documents shall not impair the rights of a first mortgagee to:

- (a) foreclose or take title to a PUD unit pursuant to the remedies provided in the mortgage, or
- (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) sell or lease a unit acquired by the mortgagee.

Section 3. Any first mortgagee who obtains title to a PUD unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable

