

promptly to each owner by posting same with postage prepaid addressed to the owner at the last registered address of the owner and shall be binding upon all unit owners and the occupants of units in the Regime.

Section 13. ABATEMENT AND ENJOYMENT OF VIOLATIONS BY UNIT OWNERS. The violation of any rules or regulations adopted by the Association of co-owners, the Board or the breach of any By-Laws contained herein, or the breach of any provision of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws:

(a) to enter the unit in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and to recover the cost of such enforcement, including attorneys fees, and until such expense is recovered it shall be a lien upon said unit which lien shall be inferior to the lien of all prior Mortgages.

ARTICLE VIII

AMENDMENTS

Section 1. BY-LAWS. These By-Laws may be amended by the Association in a duly constituted meeting held for such purpose, or in a properly conducted referendum by use of the mails which include proper notice to all co-owners, and no amendment shall take effect unless approved by co-owners representing at least two-thirds (2/3) of the total value of the Property as shown on the Master Deed. So long as the Sponsor remains the owner of any unit in this Horizontal Property Regime, these By-Laws may not be amended so as to adversely affect the Sponsor without the Sponsor's consent.

ARTICLE IX

MORTGAGES

Section 1. NOTICE TO BOARD. A co-owner who mortgages his unit shall notify the Board through the Management Agent, if any, or the President if there is no Management Agent, of the name and address of his Mortgagee; and the Regime shall maintain such information in a book entitled "Mortgages on Units."

Section 2. DEALINGS WITH MORTGAGEES. The Board shall at all times deal with the mortgagee as specified in the Master Deed.

Section 3. STATEMENTS TO MORTGAGEE. Upon request of any Mortgagee listed in the book entitled, "Mortgages on Units," the Board, Manager or Management Agent shall supply such Mortgagee with a reasonably current financial statement of the Regime.

ARTICLE X

GENERAL PROVISIONS

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

ARTICLE XI

COMPLIANCE

These By-Laws are intended to comply with the requirements of the Horizontal Property Act of South Carolina. In case any of these By-Laws conflict with the provisions of said Statute, it is hereby agreed that the provisions of the Statute will control.

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