

by Article XXVI hereof, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Master Deed shall be adopted which would operate to affect the validity or priority of any Mortgage held by a Mortgagee or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagee or in favor of Grantor without the consent or all such Mortgagees or Grantor as the case may be. In the event the vote or consent of any Mortgagee is required hereunder, then the Owner shall attach to his ballot a written consent of such mortgagee and a certificate of the Owner that such mortgagee(s) so consenting are the only mortgagee(s) whose consent is required as to such Owner.

Notwithstanding anything contained herein, the grantor, its successors or assigns, may, without the consent of the Dwelling Owners or Mortgagees, at any time prior to the 1st day of May 1989, amend this Master Deed in the manner set forth in Paragraph III so as to subject Phases II through XXV property to the provisions of the Master Deed and the Horizontal Property Act of South Carolina so as to make the Phase II through XXV property an integral part of Greenfields at Colloge Park Horizontal Property Regime. Any such amendment shall, together with this Master Deed, contain all of the particulars required by the said Horizontal Property Act of South Carolina and from and after the recording of such amendment, Greenfields at Colloge Park Horizontal Property Regime shall include all of said Phase II through XXV property as appropriate. The designation of each apartment number and its proportionate interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS are set forth in Exhibit B, which is attached hereto and made a part and parcel hereof. The Grantor reserves the right to make changes in this Master Deed to correct typographical or similar errors, provided that any such corrections shall not adversely affect the interest of any owner or owners, by recording an appropriate document in the office of the Clerk of Court for Horry County.

XXXI.

#### REMEDIES IN EVENT OF DEFAULT

The owner or owners of each DWELLING shall be governed by and shall comply with the provisions of this Master Deed, and the Articles of Incorporation and the By-Laws of ASSOCIATION and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any DWELLING shall entitle ASSOCIATION or the owner or owners of other DWELLING or DWELLINGS to the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of ASSOCIATION, or its rules and regulations, shall be grounds for relief which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief may be sought by ASSOCIATION, or, if appropriate, by an aggrieved owner of a DWELLING.

B. The owner or owners of each DWELLING shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability

