

approved in writing by an Attorney authorized to practice law in the State of South Carolina or a Title Insurance Company authorized to do business in the State of South Carolina. Upon request of the Insurance Trustee, the Association, forthwith, shall deliver such Certificate.

4. Loss Within a Single Unit: If loss shall occur within a single Unit or Units, without damage to the General Common Elements of this property, then in such event, the insurance proceeds shall be distributed to the beneficial Unit co-owner(s) --remittances to Unit co-owners and their mortgagees being payable jointly to them.

5. Loss Less Than "Very Substantial": Where a loss or damage occurs to any Unit or Units and the General Common Elements, or to the General Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit owners to repair, restore and rebuild the damage caused by the loss. Where such loss or damage is less than "Very Substantial": -

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the General Common Elements, with no, or minimum damage or loss to any individual unit(s), and if such damage or loss to the General Common Elements is less than Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual Units encumbered by institutional first mortgages, as well as the General Common Elements and Limited Common Elements, or if the damage is limited to the General Common Elements, but is in excess of Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a Unit, so long as it owns and holds any mortgage encumbering a unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a Unit, then this right of approval shall pass to the institutional first