

interest of the owners in the Common Elements, shall be handled pursuant to and in accordance with the consent of three-fourths (3/4ths) of the unit owners (or such greater number as may be required by law) expressed in a duly recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within one hundred twenty (120) days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article XIX, Section 6 (b) (1), whereupon the development will be terminated in the manner therein prescribed.

XXXVI.

LIBERAL CONSTRUCTION

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan.

XXXVII.

MASTER DEED BINDING UPON DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in General Common Elements and Limited Common Elements; this Master Deed shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in Charter Oaks Horizontal Property Regime, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Charter Oaks, Ltd. has caused these presents to be executed in its name, by its Chairman of the Board and sole stockholder, this 8th day of May, 1974.

In the presence of:

 C. D. CRILL
 Michael S. Wood

CHARTER OAKS, LTD.

By: John S. Taylor, Jr.
As: Chairman of the Board and
Sole Stockholder

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